



Finance Committee Agenda

Tuesday, January 28, 2025, 8:30 AM
EXECUTIVE CONFERENCE ROOM - 3RD FLOOR
1 Civic Center Circle
Brea, CA 92821

MEMBERS: Council Member Marty Simonoff and Council Member Steve Vargas

ALTERNATES: Council Member Cecilia Hupp and Council Member Christine Marick

This agenda contains a brief general description of each item the Committee will consider. The Administrative Services Department has on file copies of written documentation relating to each item of business on this Agenda available for public inspection. Contact the Administrative Services Department Office at (714) 990-7684 or view the Agenda and related materials on the City's website at <https://www.ci.brea.ca.us/509/Meeting-Agendas-Minutes>. Materials related to an item on this agenda submitted to the Committee after distribution of the agenda packet are available for public inspection in the Administrative Services Department's Office at 1 Civic Center Circle, Brea, CA during normal business hours. Such documents may also be available on the City's website subject to staff's ability to post document before the meeting.

Procedures for addressing the Committee

Members of the public may offer comment by phone or email or may observe the meeting by attending in person. All requests to offer comment must be submitted via phone by calling (714) 990-7684 or by emailing debbied@cityofbrea.net by 12:00 p.m. on the Monday prior to the meeting.

Special Accommodations

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Administrative Services Office at (714) 990-7684. Notification 48 hours prior to the meeting will enable City staff to make reasonable arrangements to ensure accessibility. (28 CFR 35.102.35.104 ADA Title II)

PLEASE SILENCE ALL PAGERS, CELL PHONES AND OTHER ELECTRONIC EQUIPMENT WHILE THE COMMITTEE IS IN SESSION.

1. CALL TO ORDER/ROLL CALL

- 1A. Attendees
- 1B. Matters from the Audience

2. CONSENT

- 2A. Approval of Minutes 01-14-2025

3. DISCUSSION

3A. Approve a Contract with Baker Tilly to Develop a New Five-Year Strategic Plan for the Police Department

— Approve a Contract with Baker Tilly to Develop a Five-Year Strategic Plan for the Police Department. The scope of work will include: 1) initiate the project and provide ongoing project management, 2) request, gather, and review background data and materials, 3) provide guidance to staff on environmental scans, 4) conduct a Gap/SWOT analysis and perform internal stakeholder engagement, 5) design and facilitate a strategic planning workshop, 6) develop a draft strategic plan, 7) present the draft strategic plan for feedback and revisions, 8) present the finalized strategic plan, and 9) prepare a strategic implementation action plan.

3B. Acceptance of Public Improvements, Final Parcel Map No. 2021-140, and Landscape Maintenance Agreement for the site located at 285 North Berry Street & 711 West Imperial Highway

3C. Public Hearing to Consider Solid Waste and Recycling Service Rate Adjustments in Conformance with Senate Bill 1383, and Approve a Second Amended and Restated Franchise Agreement with Republic Waste Services of Southern California, LLC (d.b.a. Brea Disposal) in Conformance with Senate Bill 1383, and Approve a CEQA Exemption.

3D. Cooperative Agreement with City of Santa Ana, Placentia, Anaheim, and Orange for the Kraemer Boulevard/Glassell Street/Grand Avenue Corridor Regional Traffic Signal Synchronization Program

4. ADJOURNMENT

Next Scheduled Meeting: Tuesday, February 11, 2025 at 8:30 a.m.

Date Posted: January 23, 2025



City of Brea

Finance Committee Communication

Approval of Minutes 01-14-2025

| Meeting | Agenda Group |
|------------------------------------|--|
| Tuesday, January 28, 2025, 8:30 AM | CONSENT Item: 2A. |
| TO | FROM |
| Finance Committee Members | Kristin Griffith, Interim City Manager |

Approval of Minutes for Finance Committee held on 01-14-2025

Attachments

[Finance Committee-01-14-2025-minutesDraft.pdf](#)

**** The following document is a draft of the minutes and the not the official approved minutes**

Minutes for the Finance Committee

1 Civic Center Circle, Brea, CA 92821

January 14, 2025, 8:30 AM - 8:38 AM

1. CALL TO ORDER/ROLL CALL

Council Member Simonoff called the meeting to order at 8:30 a.m.

1A. Attendees-

Council Member Simonoff, Council Member Vargas, Kristin Griffith, Jason Killebrew, Adam Hawley, Monica Lo, Phil Rodriguez, Chris Harvey, Omar Brioso, Christian Varela, Melissa Davis, and Joselyn Magana.

1B. Matters from the Audience-

None.

2. CONSENT

2A. Approval of Minutes 11-26-2024-

Approved.

3. DISCUSSION

3A. Approve Grant-Funded Purchase of Two Drone Aircraft and Related Accessories-

The Finance Committee discussed this item and recommended it for City Council action.

3B. Award Professional Services Agreements with CSG Consultants, Inc. and JAS Pacific for Building Plan Check and Inspection Services-

The Finance Committee discussed this item and recommended it for City Council action.

3C. City of Brea Annual Comprehensive Financial Report and Related Audit Reports for the Fiscal Year Ended June 30, 2024-

The Finance Committee reviewed this item and recommended it for City Council action.

3D. Approve Grant-Funded Increase to December 2023 Agreement with Motorola Solutions, Inc.-

The Finance Committee discussed this item and recommended it for City Council action.

4. ADJOURNMENT

Council Member Simonoff adjourned the meeting at 8:38 a.m.



Finance Committee Communication

A. Approve a Contract with Baker Tilly to Develop a New Five-Year Strategic Plan for the Police Department

| Meeting | Agenda Group |
|------------------------------------|--|
| Tuesday, January 28, 2025, 8:30 AM | DISCUSSION Item: 3A. |
| TO | FROM |
| Finance Committee Members | Kristin Griffith, Interim City Manager |

RECOMMENDATION

Staff recommends that the Finance Committee recommend that the City Council:

Approve a Contract with Baker Tilly to Develop a New Five-Year Strategic Plan for the Police Department.

BACKGROUND/DISCUSSION

In February 2020, the Brea Police Department contracted with Management Partners to host a strategic planning workshop and develop a five-year strategic plan. The global pandemic slightly delayed the final version of the strategic plan, which was presented to the City Council in April 2021. Of significant importance, the police department created a new Mission Statement, the first-of-its-kind Vision Statement, and, with input from all police department employees, revised our Core Values to reflect the voice of a new generation. Since its adoption, the police department has striven to achieve the multi-year goals identified in the strategic plan. Senior police management regularly refers to the document and the related implementation action plan to achieve the outlined goals through the identified objectives and associated strategies.

The police department's current strategic plan expires in 2025. In preparation, the police department recommends contracting with Baker Tilly, who acquired Management Partners in 2022, to develop a new five-year strategic plan that will guide the Department from 2025 to 2030. Since the original strategic planning workshop, the department has promoted many new police supervisors. Also, within the next few years, several senior police leaders will retire from the department. Crafting a new strategic plan now will afford our new supervisors the necessary tools to successfully implement this vision and further enhance our service to the community.

The original scope of work for this proposal was developed three years ago and was initially intended for an updated strategic plan. Since the time this decision package was authored and adopted as a part for the FY 23-25 budget, costs have increased and the scope of work was expanded to include the following. 1) initiate the project and provide ongoing project management, 2) request, gather, and review background data and materials, 3) provide guidance to staff on environmental scans, 4) conduct a Gap/SWOT analysis and perform internal stakeholder engagement, 5) design and facilitate a strategic planning workshop, 6) develop a draft strategic plan, 7) present the draft strategic plan for feedback and revisions, 8) present the finalized strategic plan, and 9) prepare a strategic implementation action plan. During this process, Baker Tilly will develop and deploy a confidential online survey designed to obtain input from community stakeholders. The questions will elicit ideas about public safety-related priorities for the future. As a result of these factors, the initial cost has increased from \$30,000.00 to \$50,000.00. There are sufficient funds available in account 231-21-2141-4249 to absorb the increase.

This decision package supports the City's Mission Statement to *maintain a safe environment for Breans* and the City Council's priorities and projects to *implement methods to improve employee relations, retention, attraction, and investment*. It fulfills the Police Department's Mission Statement of *"Enhancing Safety and Quality of Life through Smart, Empathetic, Responsive Policing in Partnership with the Community"* and the Police Department's Vision Statement, *"We are committed to constant innovation and exemplary service to meet the evolving needs of our community."* Lastly, it aligns well with the Police Department's Core Values of *Professionalism, Innovation, and Trust*.

SUMMARY/FISCAL IMPACT

As part of the FY 2023-25 Budget, City Council approved this decision package in year two (FY 24-25) of the two-year budget cycle. Finance budgeted \$30,000.00 in Fund 231 (Narcotics Enforcement Asset Seizure Fund). This figure was based on an estimate provided by Management Partner consultants for what was understood to be an update to the existing strategic plan. However, staff believes that the City, Department and Community would be best served by undertaking a new, comprehensive strategic plan process that engages stakeholders including City and departmental leadership, sworn and non-sworn employees at all levels of the Department as well as members of the community. The proposed cost to compete a new strategic plan, as opposed to a more limited update, is \$50,000.00. There are sufficient funds available in Fund 231 to absorb the increase. There is no impact on the General Fund.

RESPECTFULLY SUBMITTED

Kristin Griffith, Interim City Manager

Prepared by: Adam Hawley, Chief of Police

Attachments

[23-25 Decision Package -- Management Partners Strategic Plan YEAR TWO.pdf](#)

[Baker Tilly proposal to the Brea Police Department.pdf](#)

FY 2023-25 DECISION PACKAGE

Fiscal Year Request: 2024-25
Department: Police
Division: 2111 Administration
Request: Police Department Strategic Planning Workshop and Development of a new 5-Year Strategic Plan

In February 2020, the Brea Police Department contracted with Management Partners to host a Strategic Planning Workshop and develop a 5-year Strategic Plan. The global pandemic slightly delayed the final version of the Strategic Plan, which was presented to the City Council in April of 2021. Of significant importance, at the Strategic Planning workshop, the police department developed a new Mission Statement, the first of its kind Vision Statement, and with the input from all police department employees, revised our Core Values to reflect a new generation's voice. Since its adoption, the police department has striven to achieve the multi-year goals identified in the strategic plan. Senior police management regularly refers to the document and the related Implementation Action Plan to stay focused on achieving the outlined goals via the identified objectives and associated strategies.

The current Strategic Plan will end in the calendar year 2025. In preparation, the Police Department recommends contracting with Management Partners in Year Two (24-25) of the two-year budget cycle to host a follow-up Strategic Planning Workshop and develop a new 5-year Strategic Plan that will guide the Police Department from 2025 to 2030. Since the original Strategic Planning Workshop, the police department has promoted many new police supervisors. For a new Strategic Plan to succeed, these new supervisors need to be a part of the Strategic Planning process and see its eventual implementation.

Included in the scope of work, Management Partners will conduct a one-day onsite Strategic Planning Workshop for all police department supervisors, collect and analyze all relevant data, and prepare a draft and a final 5-year Strategic Plan report.

This decision package supports the City's Mission Statement to *Maintain a Safe Environment for Breans* and City Council's Priorities and Projects to *Implement Methods to Improve Employee Relations, Retention, Attraction, and Investment*. It fulfills the Police Department's Mission Statement of *"Enhancing Safety and Quality of Life through Smart, Empathetic, Responsive Policing in Partnership with the Community"* and the Police Department's Vision Statement, *"We are committed to constant innovation and exemplary service to meet the evolving needs of our community."* Last, it aligns well with the Police Department's Core Values of *Professionalism, Innovation, and Trust*.

Priority Level: 9

FY 2023-25 DECISION PACKAGE

Fiscal Impact

| | <u>Fund/Dept/Program No</u> | <u>1X</u> | <u>Ongoing</u> | <u>Total</u> |
|-------------------|-----------------------------|-----------------|----------------|-----------------|
| Salary/Benefits | 000 00 0000 | 0 | 0 | 0 |
| Services/Supplies | 110 21 2111 | 30,000 | 0 | 30,000 |
| Capital Outlay | 000 00 0000 | 0 | 0 | 0 |
| Subtotal | | <u>\$30,000</u> | <u>\$ 0</u> | <u>\$30,000</u> |
| Offset | | 0 | 0 | 0 |
| Total | | <u>\$30,000</u> | <u>\$</u> | <u>\$30,000</u> |

December 13, 2024

Adam Hawley, Police Chief
City of Brea
Delivered electronically

Baker Tilly Advisory Group, LP
18500 Von Karman Ave
10th Floor, Irvine, CA 92612
T: +1 (949) 222 2999
bakertilly.com

Dear Chief Hawley:

Based on your conversation with Steve Mermell and Michelle New, we understand you are looking to undertake a new strategic planning initiative to set forth the workplan for the Brea Police Department's next five years. This proposal is the continuation of our relationship — our vision of how we can enhance the essential public safety services the Department provides to the community through a process of reviewing and refining its mission, vision, values and strategic priorities.

Baker Tilly and Management Partners, which combined with Baker Tilly in 2022, have provided services to the Brea Police Department that include a support services assessment (currently underway), a patrol assessment and a five-year departmental strategic plan (ending in 2025). We believe our understanding of the City and the Department will be an asset in this engagement.

We've kept our proposal brief out of respect for your time. Below are the highlights of everything we'll bring to the City and the Police Department. If you have questions or need additional information, please let us know how we can help support your decision-making process.

Our proposed plan of work

Phase 1—Define

Task 1.1 – Project initiation and ongoing project management

In this step, we will work closely with you and your team to clarify and refine the scope, timing, and deliverables of the strategic planning program. Primary activities included within this task are:

- Conduct an initial project kickoff meeting with the project team.
- Confirm project management and reporting protocols.
- Discuss, at a high level, the "business landscape" for the City and the Department in terms of the operating environment, critical issues, funding streams, policy priorities, etc.
- Initiate logistical planning and coordination for the stakeholder outreach and internal planning.

Task 1.2 – Request, gather and review background data and materials

The consulting team will request, gather, and review a considerable amount of documentary data as background for the planning project. Examples of the types of data we will request—to the extent available—include:

- The Department's current strategic plan
- Current operating budget
- Multi-year revenue and expenditure projections/financial plans
- Key reports, studies, plans, and other internal analyses
- Department organizational chart
- Any prior stakeholder and employee survey results

Phase 2—Discover

Task 2.1 – Provide guidance to staff on environmental scan

For the 2020-25 Strategic Plan, Department staff prepared an environmental scan with advice from Management Partners. This provided useful context for discussions in the workshop, and we suggest that the environmental scan be updated for this new process, as much as changed since 2019. The purpose of this exercise during the strategic planning process is to assess and understand the factors and conditions that can impact an organization's operations, performance, and strategic decisions. This analysis will help the Police Department anticipate opportunities and threats in its external environment, enabling it to make informed choices and develop strategies that are better aligned with current and future circumstances. The environmental scan will feature a detailed review of provided documents, industry literature, historical trends, both quantitative and qualitative internal performance metrics. Other components of the assessment will include:

- Current trends: What trends could affect the Department either positively or negatively?
- Economy: What is happening in the economy that could affect future operations?
- Technology: What developments in technology may impact the Department in the future? Are there new technologies that can make your organization more efficient?
- Labor: What is the labor market like in the Brea area? Are there enough candidates to fill vacancies?
- Political/legislative arena: What impact will election outcomes have on the Department? Is there impending legislation that will affect your operations?

We will discuss the environmental scan with you and provide guidance as will be helpful. After staff prepares the scan, we will review it and provide feedback. We suggest the Department present the information in a PowerPoint format, as was done previously.

Task 2.2 Gap/SWOT analysis

The engagement team will work to develop a solid understanding of the "as-is" organizational model and strategic challenges facing the Department by conducting a SWOT and stakeholder analysis. We will design a questionnaire to be completed by each division head (one questionnaire per division). Through this questionnaire we will learn about current strengths, weaknesses, opportunities and threats (SWOT); departmental needs; future plans and major projects; and priorities. We will review a draft with you before finalizing it and send the questionnaire to you to distribute to your team. Each of these will be returned to Baker Tilly for analysis.

Task 2.3 – Internal stakeholder engagement

Discovery interviews may be conducted individually or in focus group settings, as appropriate to the stakeholders. We will conduct approximately five confidential interviews focusing on:

- Strengths, weaknesses, opportunities and threats/challenges (SWOT) analysis
- Identification of short-term and long-term goals and objectives
- Identification of fiscal constraints and opportunities to achieve strategic goals and objectives

We will discuss the key organizational, operational, financial, service delivery and other issues and concerns relevant to the Police Department's current state and future strategic direction. We will then synthesize the interview results to identify the common, resonant themes that surfaced.

Phase 3—Develop

This phase comprises the tasks necessary for the draft of a new strategic plan for the Brea Police Department. The principal tasks in the Develop phase center on the leadership of the City and the Department, along with other key participants in the broader strategic planning ecosystem.

Task 3.1 – Design and facilitate workshop

Effective strategy must rest on a shared and clearly articulated understanding of the organization's overarching purposes and goals. This is most commonly expressed and documented in the form of concise and memorable statements of the organization's vision (typically aspirational in nature), a focused statement of mission (more action-oriented than the vision) and a brief listing of core values (the ethical parameters within which the vision and mission will be realized).

Using a collaborative and interactive process, supported by advanced technology tools for group consensus building and prioritization, the consulting team will facilitate a full day strategic priority-setting workshop for Department. These goals will be ranked, ordered and evaluated for their strategic importance and current performance in the identified areas to establish those goals that, if achieved, can have the most impact on the Department's ability to achieve its mission. These goals constitute the "whats" of the strategic plan.

We will prepare for the strategic planning workshops through the following tasks:

- **Determine participants and coordinate logistics.** We will work with the project team to identify workshop participants and coordinate logistics of the workshops with staff, including location, room setup and other aspects necessary to set the stage for productive sessions for all participants.
- **Prepare draft agenda and workshop materials.** We will prepare a detailed agenda for the workshops, as well as a briefing book with workshop materials. To ensure the time during the workshops is used most productively, we are likely to ask participants to complete work in advance of the session.

Task 3.2—Develop draft strategic plan

This task involves the compilation of all previously developed elements of the Police Department's strategic plan into a cohesive document. The strategic plan will serve as an effective tool for communicating the plan to the organization and the public, and for sustaining and renewing a strategy-focused approach to policy leadership and organizational management over time. The strategic plan document will first be presented in draft form for review and comment and then revised and refined as needed based on comments received.

Phase 4—Deploy

During the Deploy phase of the methodology, the center of gravity of the strategic planning effort begins to shift away from the Baker Tilly team and towards the staff members responsible for the leadership and execution of the adopted plan.

Task 4.1 – Present draft strategic plan for feedback/revisions

The engagement team will present the draft strategic plan to Department leaders to solicit feedback and revisions to the draft plan.

Task 4.2 – Present finalized strategic plan

After obtaining feedback and revising the draft plan, the engagement team will finalize the strategic plan and present the final document to the City, department leaders and designated staff for adoption.

Task 4.3—Prepare a strategic implementation action plan

Strategic planning efforts often fail. They fail in the execution more often than they fail in the adoption of a flawed strategy. Therefore, this task includes the development of a written plan for the operationalization of the new strategy, along with recommendations for the periodic evaluation and revision on the plan over its expected life.

The engagement team will prepare an Implementation Action Plan (IAP). The IAP is the blueprint for carrying out the strategic plan. It contains the detailed steps that must be taken to assure that the goals and strategies are achieved. The IAP will provide a framework for determining specific timelines, assignments, and financial forecasts. They are designed to be a management tool to help the organization assure that goals are attained and are suited to periodic check-in about progress, changes, or challenges.

We have included the following optional tasks for the Department's consideration.

Optional Task 2.4 – Develop and deploy community survey

The consulting team will design and administer a confidential online survey of community stakeholders to obtain their input. Questions will elicit ideas about public safety-related priorities for the future. The City will send a link to the survey to various individuals for whom there are email addresses and place a link on the City's website (and any other locations the City identifies as helpful for dissemination). Once the survey is finished, we will summarize the results and the identified key themes.

Optional task 2.5 – Conduct stakeholder focus groups

We will conduct focus groups sessions composed of City staff, community groups, business and other stakeholders to be determined by the Department (up to 3 sessions). Focus groups will focus on:

- Strengths, weaknesses, opportunities and threats/challenges (SWOT) analysis
- Identification of short-term and long-term goals and objectives
- Identification of fiscal constraints and opportunities to achieve strategic goals and objectives

We will discuss the key organizational, operational, financial, service delivery and other issues and concerns relevant to the current state and future strategic direction of the Department. We will then synthesize the interview results to identify the common, resonant themes that surfaced.

Aligning key engagement team members with your goals

We have selected a team for this engagement to examine opportunities and challenges through a range of lenses to help the City and the Department achieve the desired results. Our team has extensive experience with and knowledge of strategic planning, and general local government.

INTENTIONALLY SELECTED ENGAGEMENT TEAM FOR THE CITY OF BREA



Michelle New — Manager

Role: Project manager

Michelle assists public sector clients with strategic plans, city council workshops, organization assessments and comparison analysis studies. She spent 15 years with the City of Santa Maria, where she worked first as a management analyst in the City Manager's Office and then as the human resources manager, responsible for oversight of all aspects of the human resources function. During her tenure, Michelle developed an award-winning succession planning program, overhauled multiple paper processes, actively participated in employee negotiations, coordinated the city's performance, disciplinary and investigative issues and was involved in the citywide budget. She also participated in the coordination of the city's COVID-19 response as one of two contact tracers. Michelle served as a Central Coast regional co-chair of the Municipal Management Association of Southern California (MMASC) and is the founding member of the region's annual Women in Leadership event. Michelle is also a

INTENTIONALLY SELECTED ENGAGEMENT TEAM FOR THE CITY OF BREA



graduate of Leadership Santa Maria and served on its board for three years including one year as vice chair.

Steve Mermell – Special Advisor

Role: Strategic planning subject-matter specialist

Steve has more than 30 years of local government experience, most recently as city manager of the City of Pasadena, California. His service also includes assistant city manager, finance director, and a variety of other management positions. Steve's broad experience covers virtually every aspect of municipal operations, making him well-suited to manage a variety of engagements and complex projects. He is a specialist in local government financial management and has developed and implemented strategies to address structural budget deficits. Steve has led successful drives to obtain voter approval for measures related to an increase in local sales tax, cannabis regulation and taxation, a special tax to support library operations, and continuation of annual transfers from the power utility fund to the city's general fund. As assistant city manager, Steve restructured the Pasadena Public Health Department and, as city manager, oversaw the response to the COVID-19 pandemic.



Ashley Bertholf – Senior Consultant

Role: Support and analysis

Ashley brings a wealth of experience in local government as a public sector management senior consultant. Ashley has worked with a variety of cities and counties across the west coast, delivering services for Offices of the City Manager, Information Technology, Parks and Recreation, and Transportation Departments. Her areas of expertise include business process improvement, customer experience transformation, workforce analysis and organizational change management.

Sharing our transparent fee quote

Baker Tilly proposes to complete the **strategic plan** as described above in phases one through four for a fixed professional services fee of **\$45,000** (includes all fees and expenses). The optional community survey would add \$5,000 and the optional focus groups would add \$13,000 for a total of \$63,000. If our project plan and budget do not align with your expectations, we will be happy to review and adjust both to achieve an appropriate balance between your desired results and consulting fees.

Conclusion

The City will continue to be an important client to us and we hope this proposal continues a successful partnership with Brea. My contact information is below. Please don't hesitate to reach out if you have any questions. We can't wait to get started.

Sincerely,

A handwritten signature in blue ink that reads "Carol Jacobs".

Carol Jacobs, Managing Director
+1 (949) 809 5588 | carol.jacobs@bakertilly.com

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Finance Committee Communication

B. Acceptance of Public Improvements, Final Parcel Map No. 2021-140, and Landscape Maintenance Agreement for the site located at 285 North Berry Street & 711 West Imperial Highway

| Meeting | Agenda Group |
|------------------------------------|--|
| Tuesday, January 28, 2025, 8:30 AM | DISCUSSION Item: 3B. |
| TO | FROM |
| Finance Committee Members | Kristin Griffith, Interim City Manager |

RECOMMENDATION

Staff recommends that the Finance Committee recommend the City Council take the following actions:

1. Accept Public Improvements associated with the site located at 285 North Berry Street & 711 West Imperial Highway;
2. Accept Final Parcel Map No. 2021-140;
3. Accept Subdivision Bond for the Setting of Final Monuments and authorize City Clerk to release the Subdivision Bond upon further notification from the Public Works Department;
4. Approve Landscape Maintenance Agreement with Caltrans for improvements located within the State highway right-of-way of Imperial Highway State Route 90 (SR-90); and
5. Authorize the Mayor to execute the Landscape Maintenance Agreement with Caltrans and authorize the City Manager to execute any non-monetary amendments and ancillary documents subsequently required for implementation of the Landscape Maintenance Agreement.

BACKGROUND/DISCUSSION

On September 28, 2021, the Planning Commission approved Resolution No. PC 2021-13 to approve Precise Development No. 2021-01, to approve Conditional Use Permit No. 2021-08, and to adopt Mitigated Negative Declaration No. 2021-01 to construct a new warehouse building at 285 North Berry Street and 711 West Imperial Highway. Additionally, as part of this item, the Planning Commission approved Resolution No. PC 2021-14, approving Tentative Parcel Map No. 2021-140 to consolidate three parcels into one parcel for the proposed private warehouse development. See Attachment A included herein for a project Location Map for reference. Resolution PC 2021-13 and Resolution PC 2021-14 were approved with Conditions of Approval (Conditions) that identified requirements that Applicant, Transwestern Development Company, had to complete before project milestones.

Tentative Parcel Map 2021-140 proposed the consolidation of three parcels, which were legally described as Assessor Parcel Numbers 296-101-08, 296-101-05, and 296-101-03, into one parcel and the dedication of separate easements for public sidewalk and public utility purposes, to facilitate the development of a proposed 126,797 square-foot warehouse building and associated infrastructure on an approximately 6.4-acre parcel. Proposed public improvements associated with the proposed development included improvements on both S. Berry Street and W. Imperial Highway, requiring both the City of Brea and Caltrans permit approval, respectively. Public improvements on S. Berry Street that were Conditions of the proposed development consisted of the construction of two separate driveway approaches, the extension of an existing center median island and associated signage and striping improvements, the construction of a sidewalk along the project frontage, and utility connections to public infrastructure. Public improvements on Imperial Highway that were Conditions of the proposed development consisted of the removal of the existing driveway along the property frontage and the associated sidewalk and curb and gutter construction, the closure of the existing left-turn pocket, and the extension of the raised decorative center median island fronting the property, and all associated signage, striping, and paving. All public improvements associated with the proposed development have been completed to the satisfaction of the Public Works Department.

According to the Conditions of Approval outlined in Resolution PC 2021-13 and Resolution PC 2021-14, the Applicant, Transwestern Development Company, was required to prepare a Final Map that included all proposed public easement dedications for the review and tentative approval of City staff and for the review and tentative approval by the County of Orange Surveyor's Office. Additionally, the Conditions of Approval required that the Applicant submit a monumentation bond to guarantee the setting of the monuments as identified on the Final Map. The County Surveyor's Office has reviewed and approved the Final Parcel Map No. 2021-140 for technical correctness. City staff has determined the Final Parcel Map conforms with the State Subdivision Map Act, the Tentative Parcel Map, and City ordinances. See Attachment B for the Final Parcel Map for reference. Additionally, the Applicant has provided a Subdivision Bond for the Setting of Final Monuments for \$9,600 to ensure the setting of the property monuments identified on the Final Parcel Map. See Attachment C for the Subdivision Bond for reference.

According to the Conditions of Approval outlined in Resolution PC 2021-13 and Resolution PC 2021-14, the Applicant was required to prepare and submit public improvement plans for the review and tentative approval of City staff and ultimately for the review and approval of Caltrans, for the closure of the center median on Imperial Highway, the construction of a raised decorative center median fronting the southerly property line of the development, and for all improvements located in the Caltrans right-of-way. City staff has reviewed the public improvement plans for the improvements on Imperial Highway and found the plans to conform with the conditions of approval and the proposed development. Subsequently, Caltrans reviewed and approved the public improvement plans with a condition of approval that the City of Brea would enter into a Landscape Maintenance Agreement with Caltrans to identify the maintenance responsibility for the landscape/hardscape improvements located within the raised median. See Attachment D for the Landscape Maintenance Agreement for reference, which includes an Exhibit A identifying the landscape/hardscape area to be maintained by the City of Brea upon approval of the agreement. The approval of the Landscape Maintenance Agreement will address all conditions of approval placed on the development by Caltrans and the City of Brea for public improvements within the State right-of-way of Imperial Highway (SR-90). This agreement has been reviewed as to form by the Public Works Department and the City Attorney.

SUMMARY/FISCAL IMPACT

City staff is recommending the acceptance of Public Improvements associated with the site located at 285 North Berry Street & 711 West Imperial Highway, as all public off-site improvements have been completed to the satisfaction of the Public Works Department. Additionally, City staff has reviewed the Conditions of Approval outlined in Resolution PC 2021-13, Resolution PC 2021-14, and Final Parcel Map No. 2021-140 and has determined that all Conditions have been satisfied and that the Final Parcel Map conforms with Tentative Parcel Map No. 2021-140. Furthermore, the County and City Engineer have reviewed and approved the Final Parcel Map. Therefore, staff recommends City Council accept Final Parcel Map No. 2021-140 and the Subdivision Bond to ensure the setting of the property monuments as identified on the Final Parcel Map.

To address all conditions of approval placed on the development by Caltrans and the City of Brea for public improvements within the State right-of-way of Imperial Highway (SR-90), City staff recommends that the City Council approve the Landscape Maintenance Agreement with Caltrans. There is minimal impact or increase to the maintenance budget since the costs for future maintenance of improvements within the raised median are offset by property tax revenue collected from this development. The applicant has paid all required fees per Resolution PC 2021-13 and Resolution PC 2021-14, and as such, there is no fiscal impact on the General Fund.

RESPECTFULLY SUBMITTED

Kristin Griffith, Interim City Manager

Prepared by: Ryan Chapman, PE, City Engineer

Concurrence: Michael Ho, PE, Public Works Director

Attachments

[Attachment A - Location Map.pdf](#)

[Attachment B - Final Parcel Map 2021-140.pdf](#)

[Attachment C - Subdivision Bond.pdf](#)

[Attachment D - Landscape Maintenance Agreement.pdf](#)



Project Location
Final Parcel Map No. 2021-140



Location Map



Not to scale

SHEET 1 OF 5
NUMBER OF PARCELS: 1 NUMBERED
AREA: 7.041 ACRES GROSS
AREA: 6.387 ACRES NET

DATE OF SURVEY: APRIL 2021
BEING ALL OF TENTATIVE
PARCEL MAP NO. 2021-140

PARCEL MAP NO. 2021-140

IN THE CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA
BEING A SUBDIVISION OF A PORTION OF PARCEL 2 OF PARCEL MAP FILED IN BOOK 38,
PAGE 50; TOGETHER WITH PARCEL 2 AND MARINER STREET OF PARCEL MAP FILED IN BOOK 110,
PAGES 6 AND 7; AND A PORTION OF SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 3 SOUTH,
RANGE 10 WEST, RANCHO SAN JUAN CAJON DE SANTA ANA, AS SHOWN ON A MAP RECORDED IN
BOOK 51, PAGE 7 OF MISCELLANEOUS MAPS, ALL IN THE OFFICE
OF THE COUNTY RECORDER OF SAID COUNTY.

THIENES ENGINEERING, INC. DATE OF SURVEY: APRIL 2021 BRIAN L. THIENES P.L.S. NO. 5750

ACCEPTED AND FILED AT THE
REQUEST OF
CHICAGO TITLE COMPANY

DATE: _____
TIME: _____ FEE: \$ _____
INSTRUMENT NO. _____
BOOK: _____ PAGE: _____
HUGH NGUYEN
COUNTY CLERK/RECORDER
BY: _____ DEPUTY

OWNERSHIP CERTIFICATE:

WE, THE UNDERSIGNED, BEING ALL PARTIES HAVING ANY RECORD TITLE INTEREST IN
THE LAND COVERED BY THIS MAP, DO HEREBY CONSENT TO THE PREPARATION AND
RECORDATION OF SAID MAP, AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE.

WE HEREBY OFFER FOR DEDICATION TO THE CITY OF BREA, A 5.00' WIDE EASEMENT
FOR PUBLIC SIDEWALK PURPOSES AS SHOWN ON SAID MAP.

WE ALSO HEREBY OFFER FOR DEDICATION TO THE CITY OF BREA, A 19.00' WIDE EASEMENT
FOR PUBLIC UTILITY PURPOSES AS SHOWN ON SAID MAP.

WE ALSO HEREBY RELEASE AND RELINQUISH TO THE CITY OF BREA ALL VEHICULAR
ACCESS RIGHTS TO BERRY STREET, EXCEPT AT APPROVED ACCESS LOCATIONS.

TDC BREA PARTNERS, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY

BY: B. Jeff Knowles BY: _____
NAME: B. Jeff Knowles NAME: _____
TITLE: Authorized Signatory TITLE: _____

BENEFICIARY:

ZIONS BANCORPORATION, N.A. dba AMEGY BANK, BENEFICIARY UNDER A DEED OF TRUST
RECORDED JANUARY 14, 2022 AS DOCUMENT NO. 2022000019466, OFFICIAL RECORDS.

BY: Hannah Murphy BY: _____
NAME: Hannah Murphy NAME: _____
TITLE: Vice President TITLE: _____

SEE SHEET 2 FOR NOTARY ACKNOWLEDGMENTS

ABANDONMENT NOTE:

PURSUANT TO SECTION 66445(j) OF THE SUBDIVISION MAP ACT, THE FILING OF THIS
MAP CONSTITUTES ABANDONMENT OF THE FOLLOWING:

ALL VEHICULAR ACCESS RIGHTS AS RELEASED AND RELINQUISHED TO THE CITY OF
BREA, AND THE EASEMENT FOR PUBLIC STREET AND PUBLIC UTILITY PURPOSES, AS
DEDICATED TO THE CITY OF BREA, BOTH ON A MAP FILED IN BOOK 110, PAGES 6 AND
7 OF PARCEL MAPS, NOT SHOWN ON THIS MAP.

COUNTY SURVEYOR'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND HAVE FOUND THAT ALL
MAPPING PROVISIONS OF THE SUBDIVISION MAP ACT HAVE BEEN COMPLIED WITH
AND I AM SATISFIED SAID MAP IS TECHNICALLY CORRECT.

DATED THIS _____ DAY OF _____, 20____

KEVIN R. HILLS, COUNTY SURVEYOR
L.S. 6617

BY: LILY M. N. SANDBERG, DEPUTY COUNTY SURVEYOR
L.S. 8402

SIGNATURE OMISSIONS:

PURSUANT TO THE PROVISIONS OF THE SECTION 66436 (a)(3)(A)&(C) OF THE
SUBDIVISION MAP ACT, THE FOLLOWING SIGNATURES HAVE BEEN OMITTED:

UNION OIL COMPANY OF CALIFORNIA, A CORPORATION, HOLDER OF AN EASEMENT
FOR PIPE LINES AND POLE LINES PURPOSES, AND FOR THE TRANSPORTATION OF
OIL, GAS, WATER AND OTHER SUBSTANCES, RECORDED JANUARY 03, 1942 IN BOOK
1130, PAGE 257 OF OFFICIAL RECORDS.

AROVISTA MUTUAL WATER COMPANY, HOLDER OF AN EASEMENT FOR IRRIGATION
PIPE LINES AND ACCESS PURPOSES, RECORDED DECEMBER 29, 1942 IN BOOK
1173, PAGE 311 AND PER DOCUMENT RECORDED SEPTEMBER 12, 1950, IN BOOK
2070, PAGE 195, BOTH OF OFFICIAL RECORDS.

THE CITY OF BREA, HOLDER OF AN EASEMENT FOR DOMESTIC WATER PURPOSES,
RECORDED AUGUST 11, 1967 IN BOOK 8339, PAGE 449 OF OFFICIAL RECORDS.

SOUTHERN CALIFORNIA EDISON COMPANY, HOLDER OF AN EASEMENT FOR
UNDERGROUND ELECTRICAL SUPPLY SYSTEM PURPOSES, RECORDED JUNE 08, 1972
IN BOOK 10163, PAGE 308 OF OFFICIAL RECORDS.

THE CITY OF BREA, HOLDER OF AN EASEMENT FOR STREET, HIGHWAY, PUBLIC
UTILITIES, WATER, SEWER, STORM DRAIN, AND CABLE TELEVISION AND INCIDENTAL
PURPOSES, RECORDED JUNE 23, 1981 IN BOOK 14112, PAGE 814 AND
RECORDED JUNE 23, 1981 IN BOOK 14112, PAGE 817, BOTH OF OFFICIAL
RECORDS.

THE CITY OF BREA, HOLDER OF VEHICULAR ACCESS RIGHTS TO OR FROM THE
STREET, HIGHWAY, OR FREEWAY ABUTTING SAID LAND AS DELINEATED OR AS
OFFERED FOR DEDICATION, ON THE MAP IN BOOK 110, PAGES 6 AND 7 OF
PARCEL MAPS.

SOUTHERN CALIFORNIA EDISON COMPANY, HOLDER OF AN EASEMENT FOR
UNDERGROUND ELECTRICAL SUPPLY SYSTEMS AND COMMUNICATION SYSTEMS
PURPOSES, RECORDED SEPTEMBER 02, 1987 AS INSTRUMENT NO. 87-500514
OF OFFICIAL RECORDS.

SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A
FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP
ACT AND LOCAL ORDINANCES AT THE REQUEST OF TRANSWESTERN DEVELOPMENT
COMPANY IN APRIL 2021. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE
CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN
SUCH POSITIONS WITHIN 24 MONTHS AFTER MAP RECORDATION; AND THAT SAID MONUMENTS
ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. I HEREBY STATE THAT
THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY
APPROVED TENTATIVE MAP, IF ANY.

Brian L. Thienes 11/19/24
BRIAN L. THIENES, P.L.S. NO. 5750 DATE
MY LICENSE EXPIRES: 12/31/25



CITY ENGINEER'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND HAVE FOUND IT TO BE
SUBSTANTIALLY IN CONFORMANCE WITH THE TENTATIVE MAP, IF REQUIRED, AS FILED
WITH, AMENDED AND APPROVED BY THE CITY PLANNING COMMISSION; THAT ALL PROVISIONS
OF THE SUBDIVISION MAP ACT AND CITY SUBDIVISION REGULATIONS HAVE BEEN COMPLIED
WITH. THIS STATEMENT WILL BE EFFECTIVE ON THE DATE UPON WHICH THE COUNTY
OF ORANGE APPROVES THE MAP AS TECHNICALLY CORRECT.

DATED THIS _____ DAY OF _____, 20____

RYAN CHAPMAN, RCE 86076
CITY ENGINEER, CITY OF BREA
MY REGISTRATION EXPIRES: 9/30/2026

COUNTY TREASURER-TAX COLLECTOR'S CERTIFICATE:

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF MY OFFICE, THERE ARE
NO LIENS AGAINST THE LAND COVERED BY THIS MAP OR ANY PART THEREOF FOR
UNPAID STATE, COUNTY, MUNICIPAL OR LOCAL TAXES OR SPECIAL ASSESSMENTS
COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS
TAXES NOT YET PAYABLE.

AND DO CERTIFY TO THE RECORDER OF ORANGE COUNTY THAT THE PROVISIONS OF
THE SUBDIVISION MAP ACT HAVE BEEN COMPLIED WITH REGARDING DEPOSITS TO
SECURE THE PAYMENT OF TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES
ON THE LAND COVERED BY THIS MAP.

DATED THIS _____ DAY OF _____, 20____

SHARI L. FREIDENRICH BY: _____
COUNTY TREASURER-TAX COLLECTOR TREASURER-TAX COLLECTOR

CITY CLERK'S CERTIFICATE:

STATE OF CALIFORNIA)
CITY OF BREA) ss
COUNTY OF ORANGE)

I HEREBY CERTIFY THAT THIS MAP WAS PRESENTED FOR APPROVAL TO THE CITY
COUNCIL OF THE CITY OF BREA AT A REGULAR MEETING THEREOF HELD ON THE
_____ DAY OF _____, 20____, AND THAT THEREUPON SAID COUNCIL
DID, BY AN ORDER DULY PASSED AND ENTERED, APPROVE SAID MAP.

THE CITY OF BREA DOES ACCEPT AT THIS TIME, THE OFFERS OF DEDICATION OF:
1. THE 5.00' WIDE EASEMENT FOR PUBLIC SIDEWALK PURPOSES AS DEDICATED.
2. THE 19.00' WIDE EASEMENT FOR PUBLIC UTILITY PURPOSES AS DEDICATED.

AND DID ALSO ACCEPT ALL VEHICULAR ACCESS RIGHTS TO BERRY STREET AS RELEASED
AND RELINQUISHED.

WE ALSO HEREBY ABANDON, PURSUANT TO SECTION 66445(j) OF THE SUBDIVISION MAP
ACT, ALL VEHICULAR ACCESS RIGHTS AND EASEMENTS FOR PUBLIC STREET AND PUBLIC
UTILITY PURPOSES WITHIN THE BOUNDARY OF THIS MAP, WHICH WERE ACQUIRED BY
THE CITY OF BREA PER PARCEL MAP FILED IN BOOK 110, PAGES 6 AND 7 OF PARCEL
MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA, NOT SHOWN ON THIS MAP.

AND DID ALSO APPROVE SUBJECT MAP PURSUANT TO THE PROVISIONS OF SECTION
66436(a)(3)(A) OF THE SUBDIVISION MAP ACT.

DATED THIS _____ DAY OF _____, 20____

LILLIAN HARRIS-NEAL
CITY CLERK, CITY OF BREA

SHEET 2 OF 5
NUMBER OF PARCELS: 1 NUMBERED
AREA: 7.041 ACRES GROSS
AREA: 6.387 ACRES NET
DATE OF SURVEY: APRIL 2021
BEING ALL OF TENTATIVE
PARCEL MAP NO. 2021-140

PARCEL MAP NO. 2021-140
IN THE CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA
THIENES ENGINEERING, INC. DATE OF SURVEY: APRIL 2021 BRIAN L. THIENES P.L.S. NO. 5750

NOTARY ACKNOWLEDGMENT:

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF Texas)
COUNTY OF Harris) ss
ON November 21, 2024, BEFORE ME, Stephanie Marie Turley, A NOTARY PUBLIC,

PERSONALLY APPEARED B. Jeff Knowles,
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF Texas THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND:

SIGNATURE Stephanie Marie Turley MY PRINCIPAL PLACE OF BUSINESS IS
NOTARY PUBLIC IN AND FOR SAID STATE IN Harris COUNTY.
Stephanie Marie Turley MY COMMISSION EXPIRES July 9, 2026
(NAME PRINTED) MY COMMISSION NO. 129880538

NOTARY ACKNOWLEDGMENT:

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF Texas)
COUNTY OF Harris) ss
ON November 21, 2024, BEFORE ME, Stephanie Marie Turley, A NOTARY PUBLIC,

PERSONALLY APPEARED Hannah Murphy,
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF Texas THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND:

SIGNATURE Stephanie Marie Turley MY PRINCIPAL PLACE OF BUSINESS IS
NOTARY PUBLIC IN AND FOR SAID STATE IN Harris COUNTY.
Stephanie Marie Turley MY COMMISSION EXPIRES July 9, 2026
(NAME PRINTED) MY COMMISSION NO. 129880538

NOTARY ACKNOWLEDGMENT:

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF _____)
COUNTY OF _____) ss
ON _____, BEFORE ME, _____, A NOTARY PUBLIC,

PERSONALLY APPEARED _____,
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF _____ THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND:

SIGNATURE _____ MY PRINCIPAL PLACE OF BUSINESS IS
NOTARY PUBLIC IN AND FOR SAID STATE IN _____ COUNTY.

(NAME PRINTED) MY COMMISSION EXPIRES _____
MY COMMISSION NO. _____

NOTARY ACKNOWLEDGMENT:

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF _____)
COUNTY OF _____) ss
ON _____, BEFORE ME, _____, A NOTARY PUBLIC,

PERSONALLY APPEARED _____,
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF _____ THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND:

SIGNATURE _____ MY PRINCIPAL PLACE OF BUSINESS IS
NOTARY PUBLIC IN AND FOR SAID STATE IN _____ COUNTY.

(NAME PRINTED) MY COMMISSION EXPIRES _____
MY COMMISSION NO. _____

SHEET 3 OF 5
NUMBER OF PARCELS: 1 NUMBERED
AREA: 7.041 ACRES GROSS
AREA: 6.387 ACRES NET

DATE OF SURVEY: APRIL 2021
BEING ALL OF TENTATIVE
PARCEL MAP NO. 2021-140

PARCEL MAP NO. 2021-140

IN THE CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA
THIENES ENGINEERING, INC. DATE OF SURVEY: APRIL 2021 BRIAN L. THIENES P.L.S. NO. 5750

MONUMENT AND ESTABLISHMENT NOTES:

- 1- FOUND 2 1/2" BRASS DISC STAMPED "CALIF. DEPT. OF TRANSPORTATION", DOWN 0.6' IN MONUMENT WELL, PER C.R. 2009-0033, PARCEL MAP NO. 2005-266, P.M.B. 356/21-23 AND ORANGE COUNTY SURVEY HORIZONTAL CONTROL DATA SHEET GPS NO. 3856R2; ACCEPTED AS THE CENTERLINE INTERSECTION OF IMPERIAL HIGHWAY AND PUENTE STREET AND THE SOUTH 1/4 CORNER OF SECTION 10, T.3S., R.10W., RANCHO SAN JUAN CAJON DE SANTA ANA.
- 2- FOUND SPIKE AND WASHER STAMPED "CALTRANS", FLUSH, PER C.R. 2009-0036; ACCEPTED AS THE CENTERLINE INTERSECTION OF IMPERIAL HIGHWAY AND VIKING AVENUE.
- 3- FOUND SPIKE AND WASHER STAMPED "CALTRANS" FLUSH PER C.R. 2009-0037; ANGLE POINT ALONG THE CENTERLINE OF SURVEY OF IMPERIAL HIGHWAY AS SHOWN ON R.S.B. 196/32-34.
- 4- FOUND HEX BAR, DOWN 1.8' IN ORANGE COUNTY SURVEY MONUMENT WELL, PER C.R. 2014-1713 AND ORANGE COUNTY SURVEY HORIZONTAL CONTROL DATA SHEET GPS NO. 3872; ACCEPTED AS THE CENTERLINE INTERSECTION OF LAMBERT AVENUE AND BERRY STREET AND THE NORTHEAST CORNER OF THE SE 1/4 OF SECTION 10, T.3S., R.10W., RANCHO SAN JUAN CAJON DE SANTA ANA PER PARCEL MAP NO. 2005-266, P.M.B. 356/21-23.
- 5- FOUND SPIKE AND WASHER WITH ILLEGIBLE STAMPING, FLUSH, PER C.R. 2007-1632; ACCEPTED AS THE INTERSECTION OF THE CENTERLINE OF THE SOUTHERN PACIFIC TRANSPORTATION COMPANY (FORMERLY PACIFIC ELECTRIC RAILWAY) AND THE CENTERLINE OF BERRY STREET AS SHOWN ON R1.
- 6- S.F.N.; INTERSECTION OF THE SURVEY CENTERLINE OF IMPERIAL HIGHWAY AND THE CENTERLINE OF BERRY STREET AS SHOWN ON R.S.B. 196/32-34; ESTABLISHED BY RECORD DISTANCE OF 1.10' FROM 7 ALONG CENTERLINE OF BERRY STREET PER R.S.B. 196/32-34.
- 7- FOUND 2 1/2" BRASS DISC STAMPED "CALIF. DEPT. OF TRANSPORTATION", DOWN 0.8' IN MONUMENT WELL, PER C.R. 2009-0037; ACCEPTED AS THE CENTERLINE OF IMPERIAL HIGHWAY AND BERRY STREET, ALSO BEING THE SOUTHEAST CORNER OF SECTION 10, T.3S., R.10W., RANCHO SAN JUAN CAJON DE SANTA ANA.
- 8- FOUND MAG NAIL AND WASHER STAMPED "LS 5411", FLUSH, PER C.R. 2009-3368; ACCEPTED AS THE CENTERLINE INTERSECTION OF VIKING AVENUE AND MARINER STREET.
- 9- FOUND 2" IRON PIPE WITH BRASS TAG STAMPED "R.C.E. 8244", DOWN 0.4', PER R1; ACCEPTED AS THE SOUTHWEST CORNER OF PARCEL 1 OF R1.
- 10- FOUND 2" IRON PIPE WITH BRASS TAG STAMPED "R.C.E. 8244", DOWN 1.0', PER R1; ACCEPTED AS THE NORTHWEST CORNER OF PARCEL 1 OF R1.
- 11- S.F.N.; INTERSECTION OF THE CENTERLINE OF IMPERIAL HIGHWAY AND THE EASTERLY LINE OF TRACT NO. 8123, M.M. 396/46-47, ALSO BEING THE WESTERLY LINE OF P.M.B. 38/50; REESTABLISHED BY INTERSECTING THE SOUTHERLY PROLONGATION OF 9 AND 10 WITH 1 AND 7.
- 12- S.F.N.; INTERSECTION OF THE NORTHERLY RIGHT OF WAY OF IMPERIAL HIGHWAY AND THE EASTERLY LINE OF TRACT NO. 8123, M.M. 396/46-47; REESTABLISHED BY INTERSECTION.
- 13- S.F.N.; INTERSECTION OF THE SOUTHERLY RIGHT OF WAY OF THE SOUTHERN PACIFIC TRANSPORTATION COMPANY (FORMERLY PACIFIC ELECTRIC RAILWAY), AND THE CENTERLINE OF BERRY STREET, SAID INTERSECTION ALSO BEING THE NORTHEAST CORNER OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 10, T.3S., R.10W., RANCHO SAN JUAN CAJON DE SANTA ANA; ESTABLISHED BY TANGENT-OVER TIES PER C.R. 2007-1632.

- 14- FOUND 2" IRON PIPE WITH BRASS TAG STAMPED "R.C.E. 9718", DOWN 0.2', PER R2; ACCEPTED AS THE SOUTHEAST CORNER OF PARCEL 2 OF R2.
- 15- S.F.N.; ESTABLISHED BY THE INTERSECTION OF THE EASTERLY PROLONGATION OF THE SOUTHERLY LINE OF PARCEL 2 OF R2 AND THE CENTERLINE OF BERRY STREET.
- 16- S.F.N.; INTERSECTION OF THE EASTERLY PROLONGATION OF THE NORTHERLY LINE OF PARCEL 1 OF R1 AND THE CENTERLINE OF BERRY STREET; REESTABLISHED BY A RECORD DISTANCE OF 275.48' FROM 13 ALONG THE CENTERLINE OF BERRY STREET BETWEEN 4 & 7 PER R1.
- 17- S.F.N.; NORTHEAST CORNER OF PARCEL 1 OF R1; REESTABLISHED BY INTERSECTING 10 & 16 WITH THE WESTERLY RIGHT OF WAY OF BERRY STREET.
- 18- S.F.N.; INTERSECTION OF THE EASTERLY PROLONGATION OF THE SOUTHERLY LINE OF PARCEL 2 OF R1 AND THE CENTERLINE OF BERRY STREET; REESTABLISHED BY A RECORD DISTANCE OF 769.53' FROM 13 ALONG THE CENTERLINE OF BERRY STREET BETWEEN 4 & 7 OF R1.
- 19- S.F.N.; SOUTHEAST CORNER OF PARCEL 2 OF R1; REESTABLISHED BY INTERSECTING THE WESTERLY RIGHT OF WAY OF BERRY STREET AND 9 & 18.
- 20- S.F.N.; SOUTHWEST CORNER OF PARCEL 2 OF R1; REESTABLISHED BY PROPORTION BETWEEN 9 AND 19.
- 21- ESTABLISHED POSITION BY A RECORD DISTANCE OF 327.00' (M&R5) FROM 19 BETWEEN 19 & 20.
- 22- S.F.N.; NORTHEAST CORNER OF PARCEL 2 OF R1; REESTABLISHED BY INTERSECTION.
- 23- S.F.N.; NORTHWEST CORNER OF PARCEL 2 OF R1; REESTABLISHED BY INTERSECTING A LINE PARALLEL WITH THE CENTERLINE OF BERRY STREET, PASSING THROUGH 20 AND A LINE PARALLEL WITH THE LINE BETWEEN 10 & 16, PASSING THROUGH 22.
- 24- S.F.N.; INTERSECTION OF THE EASTERLY PROLONGATION OF THE NORTHERLY LINE OF PARCEL 2 OF R1 AND THE CENTERLINE OF BERRY STREET; REESTABLISHED AT RECORD DISTANCE OF 286.03' FROM 16 ALONG THE LINE BETWEEN 4 & 7 PER R1.
- 25- ESTABLISHED BY INTERSECTING A LINE PARALLEL WITH THE CENTERLINE OF BERRY STREET, PASSING THROUGH 21 AND A LINE BETWEEN 23 & 24.
- 26- S.F.N.; SOUTHWEST CORNER OF R2; REESTABLISHED BY A RECORD DISTANCE OF 345.56' FROM 7 ALONG THE LINE BETWEEN 1 & 7 PER R2.
- 27- S.F.N.; NORTHEAST CORNER OF R2; REESTABLISHED BY A RECORD DISTANCE OF 500.93' FROM 7 ALONG THE LINE BETWEEN 4 & 7 PER R2.
- 28- S.F.N.; NORTHWEST CORNER OF R2; REESTABLISHED BY A RECORD ANGLE OF 88°10'00" AND A RECORD DISTANCE OF 350.86' FROM 27 PER R2.
- 29- S.F.N.; SOUTHWEST CORNER OF PARCEL 1 OF R2; REESTABLISHED BY INTERSECTION.
- 30- S.F.N.; SOUTHWEST CORNER OF PARCEL 2 OF R2; REESTABLISHED BY PROPORTION BETWEEN 28 AND 29 PER R2.

MAP REFERENCES:

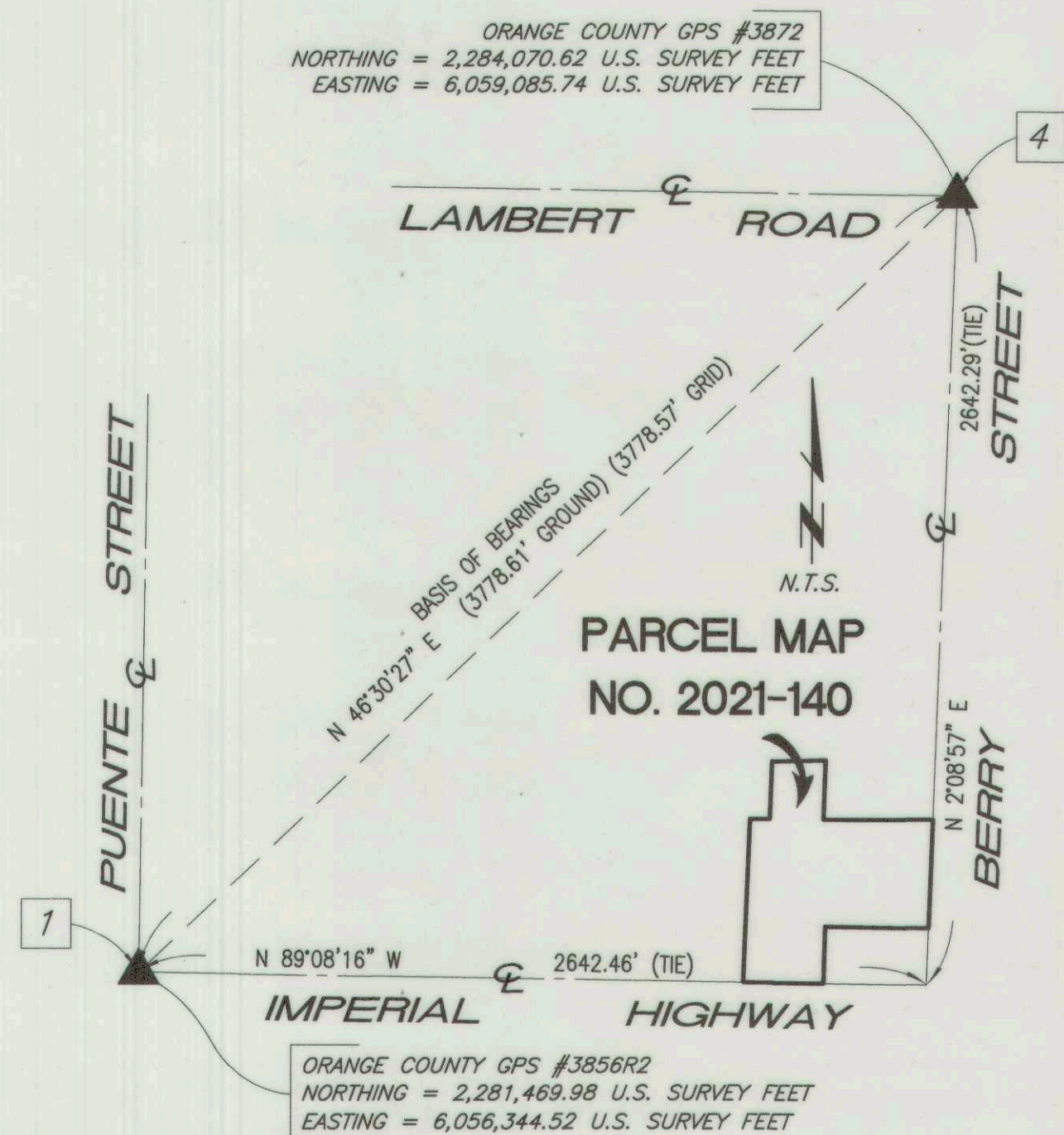
| | | |
|----|--|------------------|
| R1 | PARCEL MAP | P.M.B. 38/50 |
| R2 | PARCEL MAP | P.M.B. 110/6-7 |
| R3 | TRACT NO. 8123 | M.M. 396/46-47 |
| R4 | RECORD OF SURVEY NO. 2003-1064 | R.S.B. 196/32-34 |
| R5 | GRANT DEED RECORDED 11/09/2021 AS INSTRUMENT NO. 2021000676704, O.R. | |

BASIS OF BEARINGS:

THE BEARINGS SHOWN HEREON ARE BASED ON THE BEARING BETWEEN O.C.S. HORIZONTAL CONTROL STATION GPS NO. 3872 AND STATION GPS NO. 3856R2 BEING NORTH 46°30'27" EAST PER RECORDS ON FILE IN THE OFFICE OF THE ORANGE COUNTY SURVEYOR.

DATUM STATEMENT:

COORDINATES SHOWN ARE BASED ON CALIFORNIA COORDINATE SYSTEM (CCS83), ZONE IV, 1983 NAD, (2017.50 EPOCH OCS GPS ADJUSTMENT). ALL DISTANCES SHOWN ARE GROUND DISTANCES, UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCES, MULTIPLY GROUND DISTANCES BY A COMBINATION FACTOR OF 0.99999586.

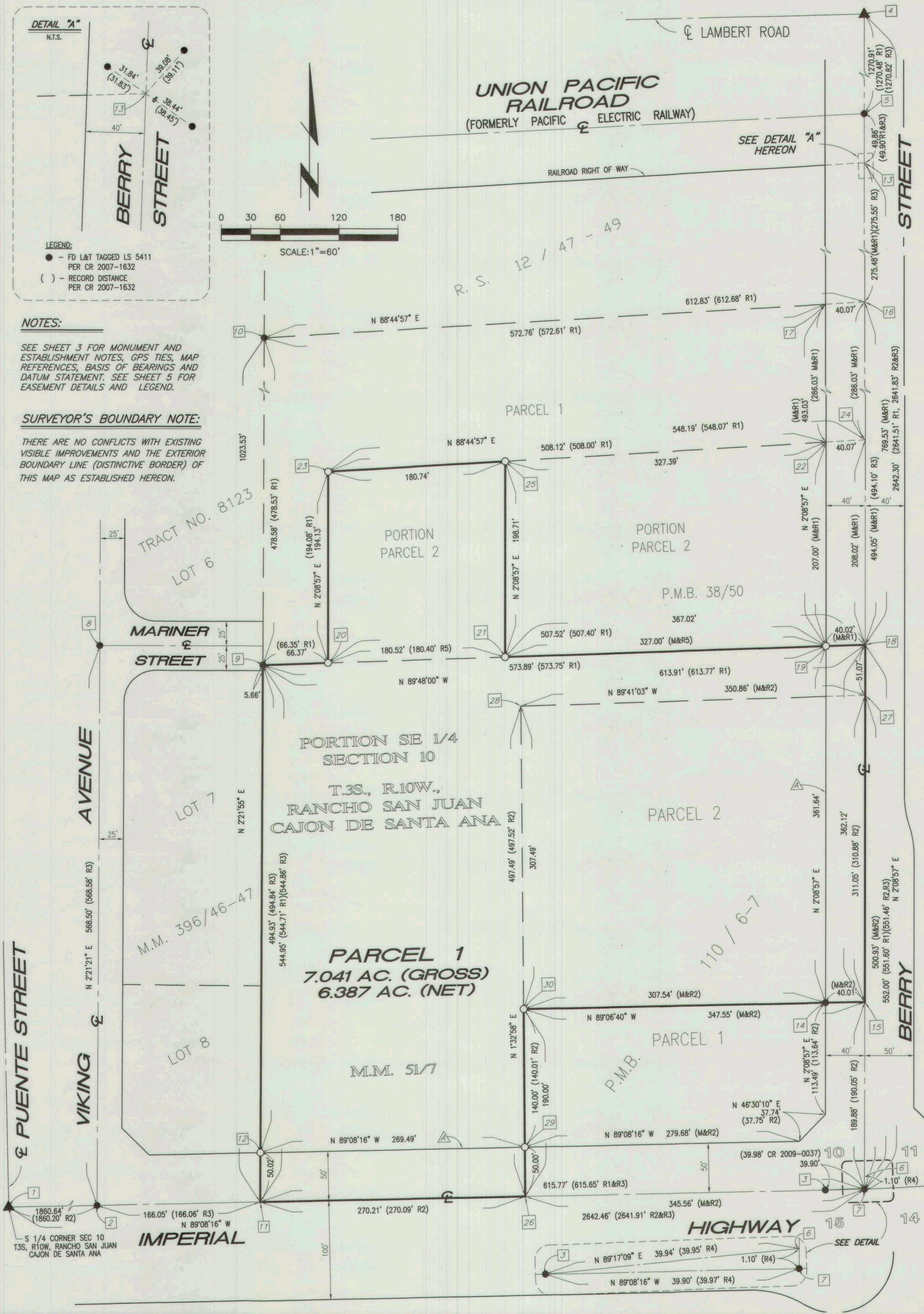


GPS TIES & BASIS OF BEARINGS

N.T.S.

PARCEL MAP NO. 2021-140

IN THE CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA
THIENES ENGINEERING, INC. DATE OF SURVEY: APRIL 2021 BRIAN L. THIENES P.L.S. NO. 5750



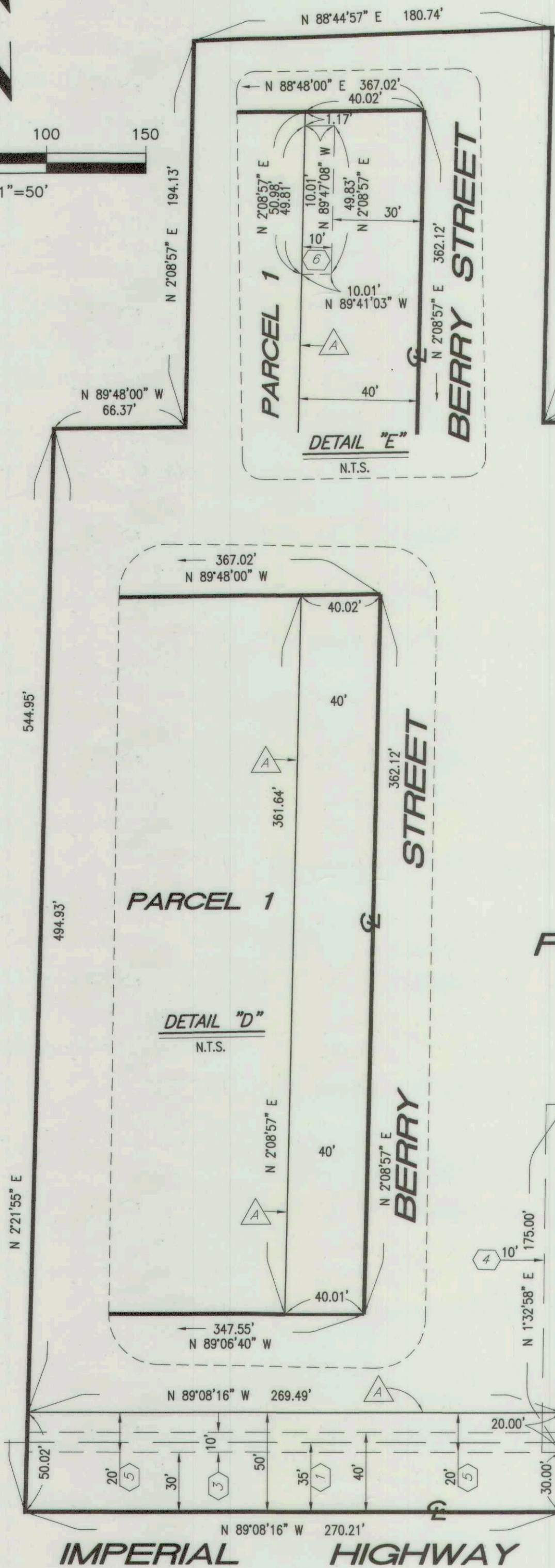
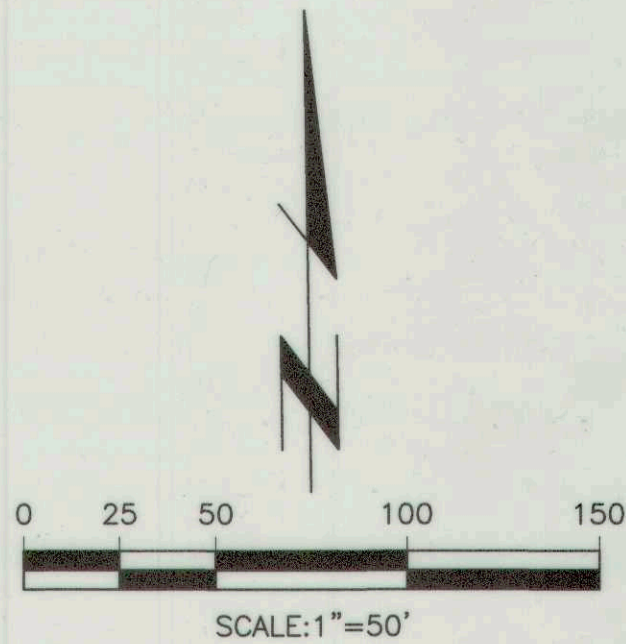
SHEET 5 OF 5
NUMBER OF PARCELS: 1 NUMBERED
AREA: 7.041 ACRES GROSS
AREA: 6.387 ACRES NET

DATE OF SURVEY: APRIL 2021
BEING ALL OF TENTATIVE
PARCEL MAP NO. 2021-140

PARCEL MAP NO. 2021-140

IN THE CITY OF BREA, COUNTY OF ORANGE, STATE OF CALIFORNIA
THIENES ENGINEERING, INC. DATE OF SURVEY: APRIL 2021 BRIAN L. THIENES P.L.S. NO. 5750

EASEMENT DETAILS



LEGEND:

S.F.N. SEARCHED FOUND NOTHING
() RECORD DATA AS NOTED PER MAP REFERENCE

MONUMENT NOTES:

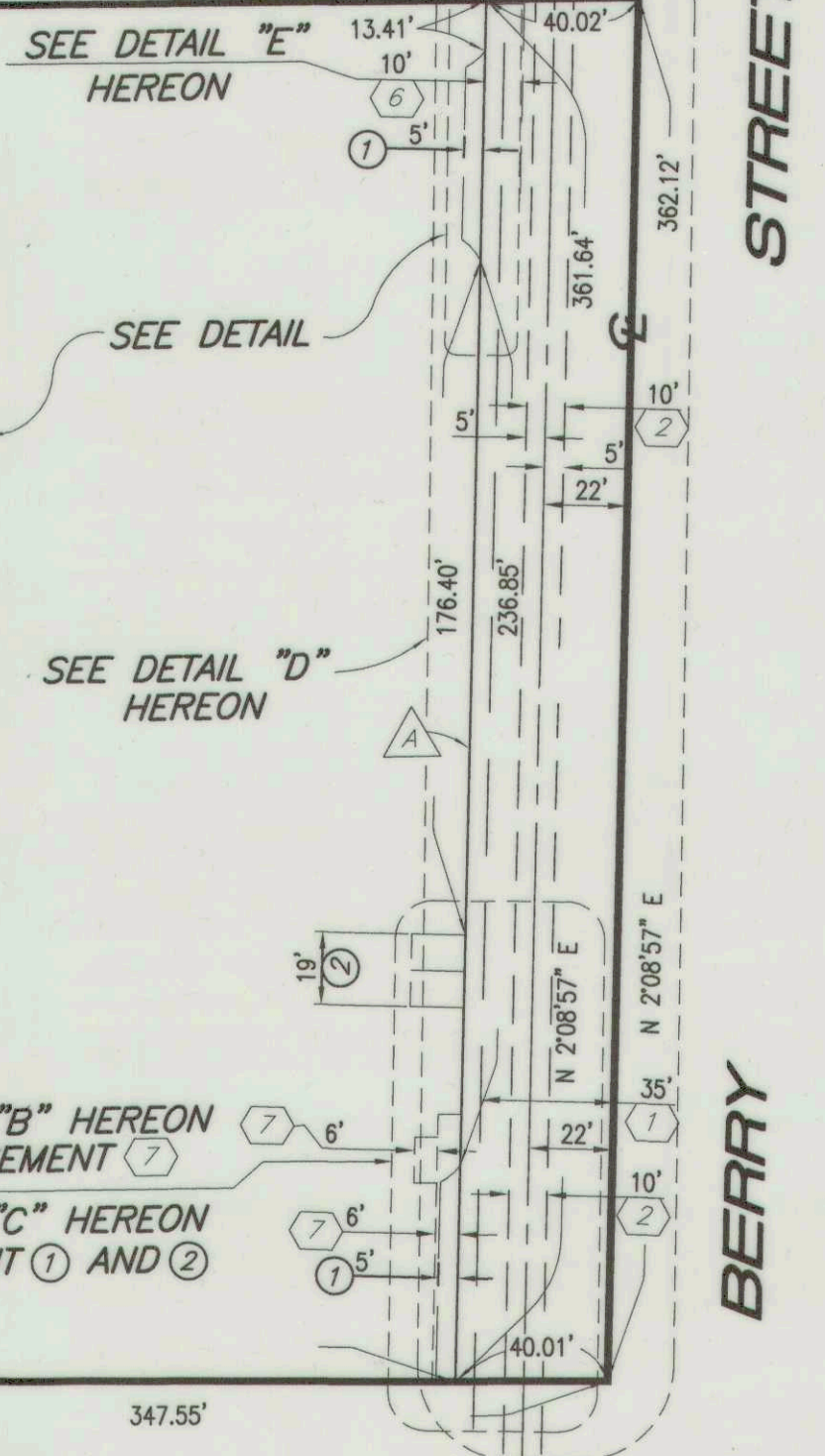
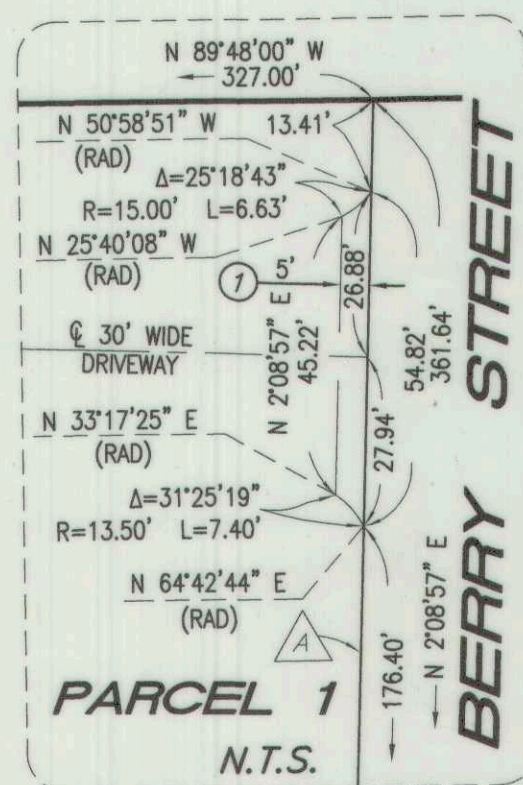
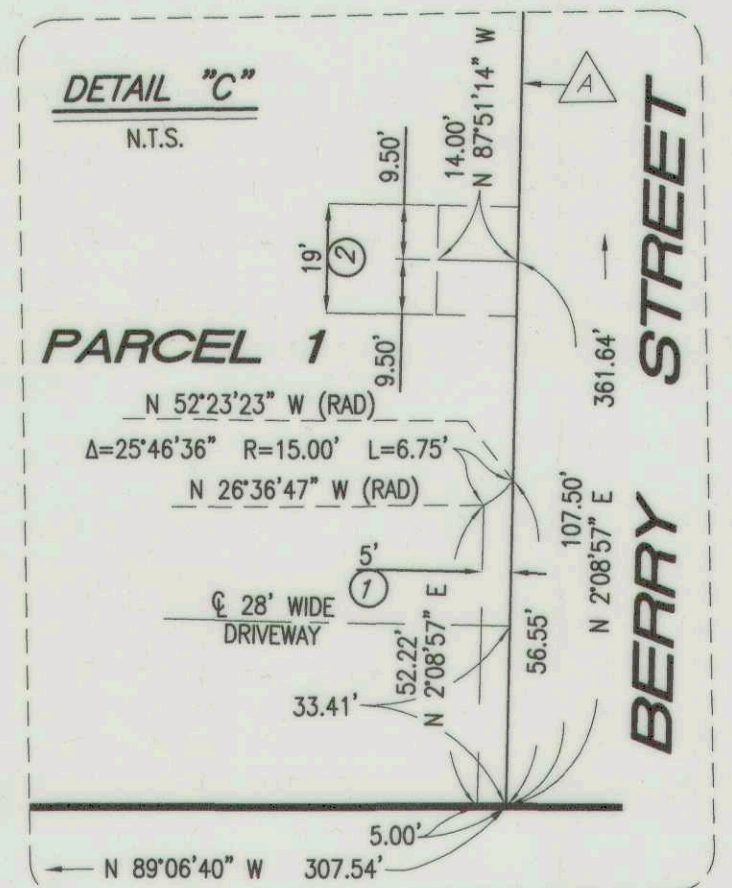
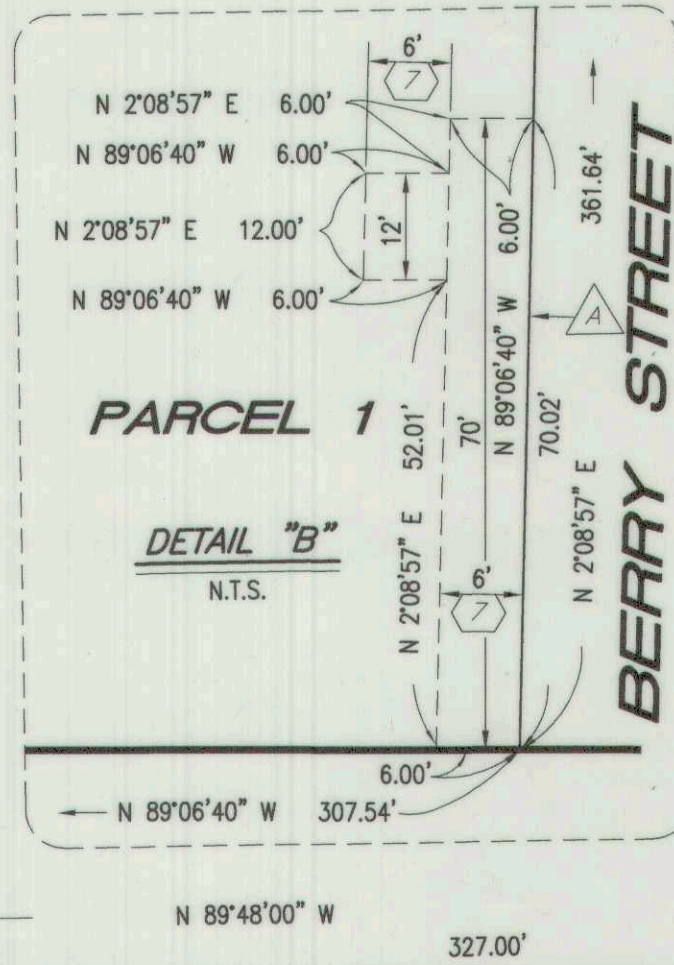
- INDICATES FOUND MONUMENT AS NOTED.
- ▲ INDICATES FOUND O.C.S. GPS MONUMENT AS NOTED.
- INDICATES 2" IRON PIPE, TAGGED "LS 5750", TO BE SET.

NOTE: IN THE EVENT THE ABOVE MONUMENTS ON EITHER THE BOUNDARY CORNERS OR THE PARCEL CORNERS CANNOT BE SET AS STATED ABOVE, DUE TO UNFORESEEN CIRCUMSTANCES, THEN THE FOLLOWING WILL BE SET AT THE LOCATION SPECIFIED IN LIEU THEREOF:

1. A LEAD & TACK TAGGED "L.S. 5750" WILL BE SET IN CONCRETE ON SIDELINE PRODUCED TO THE TOP OF CURB.
2. A SPIKE AND WASHER, STAMPED "L.S. 5750" WILL BE SET IN ASPHALT SURFACE.

NOTES:

SEE SHEET 3 FOR MONUMENT AND ESTABLISHMENT NOTES, GPS TIES, MAP REFERENCES, BASIS OF BEARINGS AND DATUM STATEMENT.
SEE SHEET 4 FOR BOUNDARY ESTABLISHMENT AND PARCEL DETAIL.



PARCEL 1

EXISTING EASEMENTS:

- 1 AN EASEMENT FOR PIPE LINES AND POLE LINES PURPOSES AND RIGHTS INCIDENTAL THERETO IN FAVOR OF UNION OIL COMPANY OF CALIFORNIA, RECORDED JANUARY 03, 1942 IN BOOK 1130, PAGE 257 OF OFFICIAL RECORDS. (EASEMENT FOR IRRIGATION PIPELINES AND POLE LINES CANNOT BE PLOTTED FROM THE RECORD) (EASEMENT FOR PIPE LINES FOR THE TRANSPORTATION OF OIL, GAS, WATER AND FOR POLE LINES PLOTTED HEREON).
- 2 AN EASEMENT FOR PIPELINES PURPOSES AND RIGHTS INCIDENTAL THERETO, IN FAVOR OF AROVISTA MUTUAL WATER COMPANY, RECORDED DECEMBER 29, 1942 IN BOOK 1173, PAGE 311 OF OFFICIAL RECORDS AND RECORDED DECEMBER 29, 1942 IN BOOK 1176, PAGE 19 OF OFFICIAL RECORDS.
- 3 AN EASEMENT FOR DOMESTIC WATER PURPOSES AND RIGHTS INCIDENTAL THERETO, IN FAVOR OF THE CITY OF BREA, RECORDED AUGUST 11, 1967 IN BOOK 8339, PAGE 449 OF OFFICIAL RECORDS.
- 4 AN EASEMENT FOR UNDERGROUND ELECTRICAL SUPPLY SYSTEM PURPOSES AND RIGHTS INCIDENTAL THERETO, IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY, RECORDED JUNE 08, 1972 IN BOOK 10163, PAGE 308 OF OFFICIAL RECORDS.
- 5 AN EASEMENT FOR STREET, HIGHWAY, PUBLIC UTILITIES, WATER, SEWER, STORM DRAIN, AND CABLE TELEVISION AND INCIDENTALS PURPOSES AND RIGHTS INCIDENTAL THERETO, IN FAVOR OF CITY OF BREA, RECORDED JUNE 23, 1981 IN BOOK 14112, PAGES 814 AND 817 OF OFFICIAL RECORDS.
- 6 AN EASEMENT FOR STREET, HIGHWAY, PUBLIC UTILITIES, WATER, SEWER, STORM DRAIN, AND CABLE TELEVISION AND RIGHTS INCIDENTAL THERETO, IN FAVOR OF THE CITY OF BREA, RECORDED JUNE 23, 1981 IN BOOK 14112, PAGE 817 OF OFFICIAL RECORDS.
- 7 AN EASEMENT FOR UNDERGROUND ELECTRICAL SUPPLY SYSTEMS AND COMMUNICATION SYSTEMS PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY, RECORDED SEPTEMBER 02, 1987 AS INSTRUMENT NO. 87-500514 OF OFFICIAL RECORDS.

NEW EASEMENTS:

- 1 INDICATES A 5.00' WIDE EASEMENT FOR SIDEWALK PURPOSES DEDICATED TO THE CITY OF BREA.
- 2 INDICATES A 19.00' WIDE EASEMENT FOR UTILITY PURPOSES DEDICATED TO THE CITY OF BREA.

SURVEYOR'S NOTE:

- ▲ INDICATES VEHICULAR ACCESS RIGHTS TO BERRY STREET AND IMPERIAL HIGHWAY ARE RELEASED AND RELINQUISHED HEREON TO THE CITY OF BREA, EXCEPT AT APPROVED ACCESS LOCATIONS.

**Subdivision Bond
Setting of Final Monuments (California)**

Bond No. 108154865
Initial Premium \$130.00

WHEREAS, The City Council of the CITY OF BREA, State of California, and **TDC Brea Partners** ("Principal" hereinafter) have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which said agreement, dated _____, 20____, and identified as **Parcel Map No. 2021-140** is hereby referred to and made a part hereof; and

WHEREAS, we the Principal and Travelers Casualty and Surety Company of America as surety, are held and firmly bound unto the CITY OF BREA ("City" hereinafter), in the penal sum of **Nine Thousand and Six Hundred Dollars (\$ 9,600)** lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that pursuant to the California Government Code Section 66496, the Principal's engineer or surveyor submitted a certificate stating the following work would be complete:

Setting of Final Monuments in CITY OF BREA, California.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

NOW, THEREFORE, if the Principal shall pay said engineer or surveyor or any substitute engineer or surveyor specified in said Section 66496 for said work of setting final monuments, then this obligation shall be null and void; otherwise to remain in full force and effect.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

This bond is executed pursuant to the provisions of the California Subdivision Map Act, and liability hereunder is governed by the provisions of said Act and the provisions of any successor act or acts amendatory thereof.

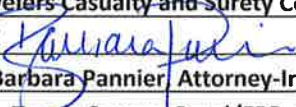
IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and surety above named, on November 19, 2024.

TDC Brea Partners

By: 
B. Jeff Knowles
Authorized Signatory

By: _____
Principal

~~Travelers Casualty and Surety Company of America~~

By: 
Barbara Pannier, Attorney-In-Fact

One Tower Square, Bond/SPB, Hartford, CT 06183
Address Surety

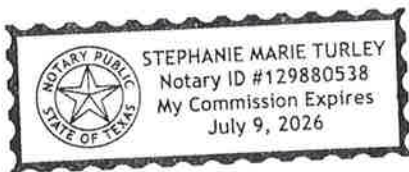
Phone: (630) 961-4277

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Texas)
County of Harris)
On November 22, 2024 before me, Stephanie Marie Turley,
Date Here Insert Name and Title of the Officer
personally appeared B. Jeff Knowles
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



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

WITNESS my hand and official seal.

Signature

Stephanie Marie Turley
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of MISSOURI

County of ST. LOUIS

On 11/19/2024 before me, Salena Wood, Notary Public, personally appeared Barbara Pannier who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

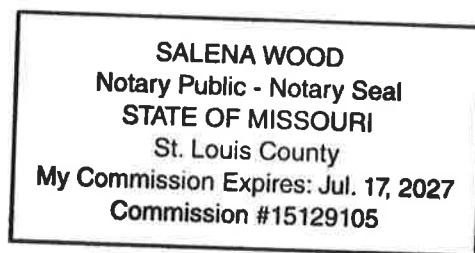
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Salena Wood

Signature of Notary Public, County of St. Louis





**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Barbara Pannier** of **ST LOUIS** **Missouri**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.



State of Connecticut

City of Hartford ss.

By: _____

Robert L. Raney
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**



Anna P. Nowik
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 19th day of November, **2024**



Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.

Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

LANDSCAPE MAINTENANCE AGREEMENT WITH THE CITY OF BREA

THIS AGREEMENT is made effective this _____ day of _____, 20____, by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as "STATE" and the CITY of BREA; hereinafter referred to as "CITY" and collectively referred to as "PARTIES."

1. The PARTIES hereto mutually desire to identify the maintenance responsibilities of CITY for newly constructed or revised improvements within STATE's right of way by Encroachment Permit Number 1224-6MC-0383.
2. This Agreement addresses CITY's maintenance responsibility for the raised median(collectively the "LANDSCAPING") placed within State Highway right of way on State Route 90, as shown on Exhibit A, attached to and made a part of this Agreement.
3. Maintenance responsibilities include, but are not limited to, inspection, providing emergency repair, replacement, and maintenance, (collectively hereinafter "MAINTAIN/MAINTENANCE") of LANDSCAPING as shown on Exhibit "A."
4. The degree or extent of maintenance work to be performed, and the standards, therefore, shall be in accordance with the provisions of Section 27 of the Streets and Highways Code and the then current edition of the State Maintenance Manual.
5. When a planned future improvement is constructed and/or a minor revision has been effected with STATE's consent or initiation within the limits of the STATE's right of way herein described which affects PARTIES' division of maintenance responsibility as described herein, PARTIES will agree upon and execute a new dated and revised Exhibit "A" which will be made a part hereof and will thereafter supersede the attached original Exhibit "A" to thereafter become a part of this Agreement.
 - 5.1. The new exhibit can be executed only upon written consent of the PARTIES hereto acting by and through their authorized representatives. No formal amendment to this Agreement will be required.
6. CITY agrees, at CITY expense, to do the following:
 - 6.1. MAINTAIN or have an authorized licensed contractor with appropriate class of license in the State of California, MAINTAIN LANDSCAPING conforming to those plans and specifications (PS&E) pre-approved by STATE. CITY will have

in place a valid necessary encroachment permit prior to the start of any work within STATE'S right of way.

6.1.1. An Encroachment Permit rider may be required for any changes to the scope of work allowed by this Agreement prior to the start of any work within STATE's right of way.

6.2. Ensure that LANDSCAPED areas designated on Exhibit "A" are provided with adequate scheduled routine MAINTENANCE necessary to MAINTAIN a neat and attractive appearance including providing for water, and fertilizer necessary to sustain healthy plant growth during the entire life of this Agreement. CITY shall:

6.2.1. prune shrubs, tree plantings, and trees to control extraneous growth and ensure STATE standard lines of sight to signs and corner sight distances are always maintained for the safety of the public.

6.2.2. replace unhealthy or dead plantings when observed or within 30 days when notified in writing by STATE that plant replacement is required.

6.2.3. expeditiously MAINTAIN, replace, repair, or remove from service any components of LANDSCAPING system that have become unsafe or unsightly.

6.3. Furnish electricity for irrigation system controls, and lighting system controls for all street lighting systems installed by CITY.

6.4. MAINTAIN, repair and operate the irrigation systems in a manner that prevents water from flooding or spraying onto STATE highway, spraying parked and moving automobiles, spraying pedestrians on public sidewalks/bike paths, or leaving surface water that becomes a hazard to vehicular or pedestrian/bicyclist travel.

6.5. Control weeds at a level acceptable to the STATE. Any weed control performed by chemical weed sprays (herbicides) shall comply with all laws, rules, and regulations established by the California Department of Food and Agriculture. All chemical spray operations shall be reported quarterly (Form LA17) to the STATE to: District 12 Maintenance at 1750 E. 4th Street, Suite 100, Santa Ana, CA 92705.

6.6. Ensure LANDSCAPING within the Agreement limits provide an acceptable walking and riding surface and will provide for the repair and removal of dirt,

debris, graffiti, weeds, and any deleterious item or material on or about the LANDSCAPING in an expeditious manner.

6.7. MAINTAIN all parking or use restrictions signs encompassed within the area of the LANDSCAPING.

6.8. Remove LANDSCAPING and appurtenances and restore STATE owned areas to a safe and attractive condition acceptable to STATE in the event this Agreement is terminated as set forth herein.

7. STATE may provide CITY with timely written notice of unsatisfactory conditions that require correction by the CITY. However, the non-receipt of notice does not excuse CITY from maintenance responsibilities assumed under this Agreement.

8. STATE shall issue encroachment permits to CITY at no cost.

9. LEGAL RELATIONS AND RESPONSIBILITIES:

9.1. Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not party to this Agreement, or affect the legal liability of either PARTY to this Agreement by imposing any standard of care respecting the design, construction and maintenance of these STATE highway improvements or CITY facilities different from the standard of care imposed by law.

9.2. If during the term of this Agreement, CITY should cease to MAINTAIN the LANDSCAPING to the satisfaction of STATE as provided by this Agreement, STATE may either undertake to perform that MAINTENANCE on behalf of CITY at CITY's expense or direct CITY to remove or itself remove LANDSCAPING at CITY's sole expense and restore STATE's right of way to its prior or a safe operable condition. CITY hereby agrees to pay said STATE expenses, within thirty (30) days of receipt of billing by STATE. However, prior to STATE performing any MAINTENANCE or removing LANDSCAPING, STATE will provide written notice to CITY to cure the default and CITY will have thirty (30) days within which to affect that cure.

9.3. Neither CITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction arising under this Agreement. It is understood and agreed that STATE shall fully defend, indemnify and save harmless CITY and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason

of anything done or omitted to be done by STATE under this Agreement with the exception of those actions of STATE necessary to cure a noticed default on the part of CITY.

- 9.4. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction arising under this Agreement. It is understood and agreed that CITY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CITY under this Agreement.

9.5. PREVAILING WAGES:

9.5.1. Labor Code Compliance- If the work performed under this Agreement is done under contract and falls within the Labor Code section 1720(a)(1) definition of a "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code section 1771. CITY must conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Chapter 8, Subchapter 3, Articles 1-7. CITY agrees to include prevailing wage requirements in its contracts for public works. Work performed by CITY'S own forces is exempt from the Labor Code's Prevailing Wage requirements.

9.5.2. Requirements in Subcontracts - CITY shall require its contractors to include prevailing wage requirements in all subcontracts when the work to be performed by the subcontractor under this Agreement is a "public works" as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771. Subcontracts shall include all prevailing wage requirements set forth in CITY's contracts.

- 9.6. SELF-INSURED - CITY is self-insured. CITY agrees to deliver evidence of self-insured coverage providing general liability insurance, coverage of bodily injury liability and property damage liability, naming STATE, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. Coverage shall be evidenced by a certification of self-insurance letter ("Letter of Self-Insurance"), satisfactory to STATE, certifying that CITY meets the coverage requirements of this section. This Letter of Self-Insurance shall also identify the route location as depicted in EXHIBIT A. CITY shall deliver to STATE the Letter

of Self-Insurance with a signed copy of this AGREEMENT. A copy of the executed Letter of Self-Insurance shall be attached hereto and incorporated by reference as Exhibit B.

9.7. SELF-INSURED using Contractor - If the work performed under this AGREEMENT is done by CITY's contractor(s), CITY shall require its contractor(s) to maintain in force, during the term of this AGREEMENT, a policy of general liability insurance, including coverage of bodily injury liability and property damage liability, naming STATE, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. Coverage shall be evidenced by a certificate of insurance in a form satisfactory to the STATE that shall be delivered to the STATE with a signed copy of this Agreement.

10. TERMINATION - This Agreement may be terminated by timely mutual written consent by PARTIES. Further, CITY's failure to comply with the provisions of this Agreement may be grounds for giving a Notice of Termination by STATE following CITY's failure to cure such default within thirty (30) days of receipt of STATE's demand to cure.

11. TERM OF AGREEMENT - This Agreement shall become effective on the date first shown on its face sheet and shall remain in full force and effect until amended or terminated at any time upon mutual consent of the PARTIES or until terminated by STATE for cause.

12. GOVERNING LAW AND VENUE - The provisions of this Agreement shall be governed by the laws of the State of California. Venue for any legal action arising out of this Agreement shall be the County of Orange, California.

PARTIES are empowered by Streets and Highways Code Section 114 and 130 to enter into this Agreement and have delegated to the undersigned the authority to execute this Agreement on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this Agreement.

IN WITNESS WHEREOF, the PARTIES hereto have set their hands and seals the day and year first above written.

THE CITY OF BREA

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By: _____
Mayor/Chairmen

Initiated and Approved

By: _____
Karl Lindquist
Deputy District Director
Maintenance District

By: _____
CITY Manager

ATTEST:

By: _____
CITY Clerk

By: _____
CITY Attorney

EXHIBIT A

(Plan map identifying the applicable STATE Routes (Freeway proper) and CITY road(s) and facilities)

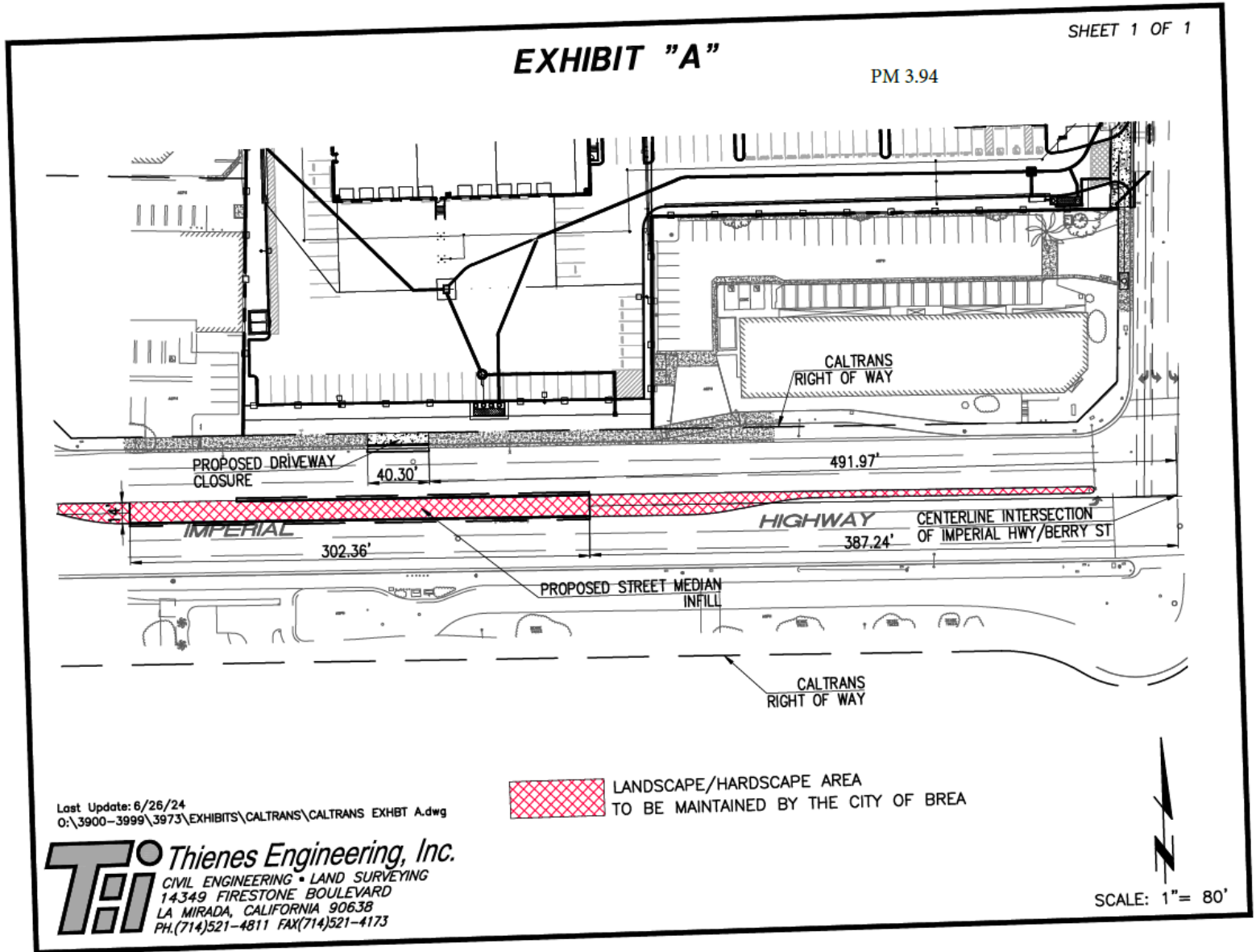


EXHIBIT B – LETTER OF CERTIFICATE OF CITY of BREA STATEMENT OF SELF INSURANCE



CALTRANS DISTRICT 12
1750 E. 4TH STREET, SUITE 100
SANTA ANA, CA 92705

August 20, 2024

ATTN: Sarah Rodriguez

RE: Statement of Self Insurance for CITY OF BREA ("CITY") related to Landscape Agreement with State of California Department of Transportation ("STATE") for the maintenance of raised median on Highway 90 at PM 3.94.

Dear Sarah Rodriguez,

The purpose of this letter is to certify that the CITY is self-insured and self-funded covering third-party claims arising out of its general operations (for example, commercial general liability and automobile liability insurance). Further the CITY is self-insured covering workers' compensation claims and has received the consent of the State Department of Industrial Relations to do so.

Each fiscal year, as a part of its budgetary process, the CITY appropriates funds specifically to satisfy valid third-party claims and workers' compensation claims, which may be brought against the CITY.

The CITY certifies its self-insured, general liability coverage for bodily injury liability and property damage liability, meets the required coverage amounts in section 6.1 (INSURANCE) of the Maintenance Agreement, specifically general liability insurance, coverage of bodily injury liability and property damage liability in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. The CITY further represents that regarding any claims made in connection with the Maintenance Agreement by the STATE, the STATE will be first-in-line regarding the reserved, self-insured amounts.

If you need any additional information regarding this letter, please direct those inquiries through my office.

Sincerely,

Kristin Griffith

Deputy City Manager / Director of Administrative Services

City Council

Christine Marick
Mayor

Blair Stewart
Mayor Pro Tem

Cecilia Hupp
Council Member

Marty Simonoff
Council Member

Steven Vargas
Council Member



Finance Committee Communication

C. Public Hearing to Consider Solid Waste and Recycling Service Rate Adjustments in Conformance with Senate Bill 1383, and Approve a Second Amended and Restated Franchise Agreement with Republic Waste Services of Southern California, LLC (d.b.a. Brea Disposal) in Conformance with Senate Bill 1383, and Approve a CEQA Exemption.

| Meeting | Agenda Group |
|------------------------------------|--|
| Tuesday, January 28, 2025, 8:30 AM | DISCUSSION Item: 3C. |
| TO | FROM |
| Finance Committee Members | Kristin Griffith, Interim City Manager |

RECOMMENDATION

Staff recommends that the Finance Committee recommend that the City Council take the following actions:

1. Conduct a Proposition 218 public hearing to establish the requisite new solid waste and recycling service rate schedule for all residential, commercial and multi-family customers, and;
2. Adopt a Resolution approving City staff's recommendation for the proposed solid waste rates for residential, commercial and multi-family customers, and;
3. Adopt a Resolution approving the Second Amended and Restated Franchise Agreement with Republic Waste Services of Southern California, LLC (d.b.a. Brea Disposal), and;
4. Find the Second Amended and Restated Franchise Agreement is Exempt from the Provisions of the California Environmental Quality Act (CEQA)

BACKGROUND/DISCUSSION

In September 2016, Governor Brown signed Senate Bill 1383 (SB 1383) - Short-Lived Climate Pollutants: Organic Waste Methane Emissions Reductions Act into law. The law established statewide targets to achieve a 50% reduction in organic waste disposed in landfills by 2020 and a 75% reduction by 2025 to minimize methane emissions from the State's landfills. According to the California Department of Resources Recycling and Recovery (CalRecycle), landfills are the third largest producer of methane and account for 21% of the State's methane emissions. Under SB 1383, organic waste includes food waste, green waste, landscape and pruning waste, nonhazardous wood waste, printing and writing paper, and food-soiled paper waste.

Additionally, the law sets a statewide target of a 20% reduction in the disposal of edible food. It requires any edible food to be recovered for human consumption. CalRecycle estimates that food waste accounts for 18% of all disposed landfill materials. The intent of the edible food recovery requirement is two-fold, to redirect edible food from disposal to help alleviate food insecurity for millions of Californians and to reduce methane emissions from State landfills.

The adoption of SB 1383 is considered to be one of the most extensive solid waste and recycling laws passed in recent California history. It places significant new mandates on local governments. Beginning January 1, 2022, all jurisdictions in the State were required to comply with SB 1383 regulations. Unlike prior unfunded State recycling mandates (e.g., Assembly Bill 939, Assembly Bill 341, Assembly Bill 1594, Assembly Bill 1826), SB 1383 regulations require a prescriptive approach by the State in dictating the nature of service systems, public education materials, and compliance and reporting requirements for local governments. Under SB 1383, all local jurisdictions in the State must:

- Adopt an enforceable ordinance or other enforceable mechanism
- Implement an organic waste collection program for residential and commercial generators
- Facilitate a food recovery program for specific commercial edible food generators
- Procure recovered organic waste products to meet a State designated target
- Institute and enforce a Model Water Efficient Landscape Ordinance and CALGreen construction and demolition requirements
- Meet annual education and outreach requirements to all affected parties, including waste generators, haulers, facilities, and edible food recovery organizations
- Conduct annual reporting, monitoring, and compliance efforts and meet substantial recordkeeping requirements
- Conduct capacity planning for food recovery and organic waste processing

Any local government that fails to adhere to SB 1383 regulations is subject to regulatory enforcement by CalRecycle. The most serious violations include administrative civil penalties of up to \$10,000 per violation per day for noncompliance with SB 1383 mandates. CalRecycle also has the authority to apply any penalties retroactively to January 1, 2022.

Solid Waste Franchise Agreement History and Past City Council Actions

In 1986 the City of Brea and Jaycox Disposal Company executed an exclusive solid waste Franchise Agreement. Taormina Industries, Inc. purchased Jaycox in 1988 and was assigned the Franchise Agreement. The City and Taormina Industries, Inc. executed the 1989 exclusive Franchise Agreement to collect and dispose of refuse and recyclables. In 1996, a new Franchise Agreement was signed that superseded the 1989 Agreement, and a subsequent 1997 Amendment memorialized the City's approval of a sale and transfer of Taormina Industries, Inc. to Republic Industries, Inc. The City and Taormina Industries, LLC, a wholly owned subsidiary of Republic Services, Inc. (d.b.a. Brea Disposal), entered into an amended and restated Franchise Agreement on September 2, 2002, for the collection, transportation, recycling, composting, and disposal of solid waste, recyclable and compostable materials.

The City and Republic Services, Inc. (Republic Services) entered into a 2019 Commercial Organics Recycling Program (CORP) Agreement. This supplemental Agreement provided for implementing a commercial organics recycling program to collect and recycle food waste to comply with Assembly Bill 1826 (Chesbro, 2014). The CORP agreement expired on December 31, 2024; therefore, the second amended Agreement is also needed to ensure commercial locations in Brea will be in compliance with SB 1383. Additionally, the City and Republic Services executed an amendment in 2020, which increased the residential rate schedule based on green waste disposal costs at Orange County Landfills.

As of January 1, 2022, the City did not have several SB 1383 components as part of its solid waste and recycling services under the current Franchise Agreement. One of the primary components missing from the City's program was a residential organic waste collection program. Additionally, the current Agreement does not have the corresponding education and outreach, edible food recovery, and monitoring and reporting requirements the regulations mandate.

The City exercised the option to apply for an extension to implement SB 1383 provisions under Senate Bill 619 (Laird, 2021) to avert potential administrative civil penalties. Senate Bill 619 (SB 619) allowed jurisdictions that would not meet full SB 1383 implementation by the statutory deadline to submit a Notification of Intent to Comply (NOIC) for outstanding regulatory requirements. In addition to identifying outstanding tasks, the NOIC required local governments to provide detailed timelines to CalRecycle for implementation as part of a formal Corrective Action Plan (CAP). Under SB 619, CalRecycle may waive any penalties if the local jurisdiction implements the tasks proposed in the CAP. The City's formal CAP was approved on March 29, 2023 by CalRecycle. The City has been under the CAP provisions until a fully compliant SB 1383 program is implemented in Brea.

Republic Services Contract Negotiations Results

At the January 17, 2023, Brea City Council Meeting, the City Council created a Solid Waste Ad Hoc Committee (Ad Hoc Committee). It assigned Council Member Hupp and Council Member Vargas to serve on the committee. Since then, the Ad Hoc Committee and City staff have been engaged in extensive negotiations with Republic Services to reach a comprehensive agreement that will provide all the additional services the City must implement to comply with SB 1383 regulations. This Second Amended and Restated Franchise Agreement will memorialize each party's rights and obligations in a single document to implement an SB 1383-compliant program in Brea. The tentative Agreement is being presented for City Council consideration. Below is a summary of some of the new provisions.

Residential and Commercial Rates

A significant component of the Second Amended and Restated Franchise Agreement (Agreement) is implementing a residential curbside organic waste collection program. Under the new program, single-family residential locations can place food scraps in their yard waste cart; thus, the yard waste cart will now be considered an organic waste cart. The residential curbside organic waste collection program was a service that was not part of the prior 2002 Agreement. This component was also one of the crucial activities identified in the City's CAP with CalRecycle.

Table 1 compares single-family residential (curbside) rates of Orange County cities that contract with Republic Services. When reviewing the table, it is essential to note that some cities that contract with Republic Services have not yet implemented a residential organic waste collection program. Once all cities have implemented a program, Brea's single-family rate is anticipated to be closer to the median of cities that contract with Republic Services.

| O.C. Cities - Republic Services | |
|---|---------------------|
| Table 1: Single Family Residential Curb Side Cart Rate¹ | |
| City | Monthly Rate |
| Seal Beach ² | \$23.96 |
| Santa Ana | \$26.39 |
| Fullerton ² | \$27.11 |
| Anaheim | \$27.41 |
| Huntington Beach ² | \$27.77 |
| Garden Grove | \$28.57 |
| Fountain Valley | \$29.20 |
| Brea | \$31.27 |
| Yorba Linda | \$32.85 |
| Villa Park | \$39.25 |
| Placentia ² | \$41.20 |

¹ Rate includes 3 carts - regular trash, recycling, and yard/organic waste

² Residential curbside SB 1383 program not implemented

The City of Brea had already established an organic waste collection program for commercial properties under the 2019 CORP agreement to comply with prior organic waste legislation (Assembly Bill 1826). Under SB 1383 regulations, multi-family locations consisting of 5 dwelling units or more are considered commercial entities and fall under commercial services. Through extensive negotiations by the City's Ad Hoc Committee, commercial rate increases were minimized. The amended Agreement keeps commercial rates competitive compared to other Orange County cities that contract with Republic Services.

Table 2 compares commercial/multi-family rates for the most commonly used container size for cities that contract with Republic Services. Under the negotiated terms, Brea will be the second lowest for this container size among cities serviced by Republic.

| O.C. Cities - Republic Services | |
|---|-------------------------------|
| Table 2: Commercial/Multi-Family 3 CY Trash Rate¹ | |
| City | Rate (1x/week pick-up) |
| Villa Park | \$192.33 |
| Brea | \$192.44 |
| Yorba Linda | \$198.56 |
| Seal Beach | \$203.17 |
| Anaheim | \$212.36 |
| Santa Ana | \$215.48 |
| Placentia | \$215.96 |
| Huntington Beach | \$221.73 |
| Garden Grove | \$228.78 |
| Fullerton | \$232.36 |
| Fountain Valley | \$257.87 |

¹ Most commonly used container size Commercial/Multi-Family locations 3 cubic yard bin

Table 3 compares commercial/multi-family rates for the most commonly used recycling container size for cities that contract with Republic Services. Through negotiations, Brea is in the top half of rates for this size.

| O.C. Cities – Contracted with Republic Services | |
|---|-------------------------------|
| Table 3: Commercial/Multi-Family 3 CY Recycle Rate¹ | |
| City | Rate (1x/week pick-up) |
| Anaheim | \$110.62 |
| Garden Grove | \$155.14 |
| Yorba Linda | \$159.08 |
| Brea | \$160.45 |
| Santa Ana | \$161.61 |
| Fountain Valley | \$183.66 |
| Placentia | \$184.27 |
| Huntington Beach | \$184.33 |
| Villa Park | \$187.39 |
| Fullerton | \$195.29 |
| Seal Beach | N/A |

¹ Most commonly used container size Commercial/Multi-Family locations 3 cubic yard bin

The City's Ad Hoc Committee also secured no rate increases for commercial organic waste collection services. The proposed rate will place Brea in the median of cities contracting with Republic Services.

| O.C. Cities - Republic Services | |
|---|------------------------|
| Table 4: Commercial/Multi-Family 65G Organic Waste Cart Rate ¹ | |
| City | Rate (1x/week pick-up) |
| Fullerton | \$55.49 |
| Yorba Linda | \$56.06 |
| Placentia | \$56.57 |
| Huntington Beach | \$58.21 |
| Fountain Valley | \$58.37 |
| Brea | \$65.19 |
| Anaheim | \$69.03 |
| Garden Grove | \$82.82 |
| Villa Park | \$84.59 |
| Santa Ana | \$86.28 |
| Seal Beach | N/A |

¹ Most commonly used container size Commercial/Multi-Family locations 65-gallon cart

The amended Agreement also provides customer credits for potential future labor unrest, which may impact services. This provision will allow customers to receive compensation for any missed service days. Additionally, the amended Agreement retains the fifty percent revenue sharing from the sale of recyclable materials collected by providing residential customer rebates.

Liquidated Damages

The amended Agreement contains new liquidated damages provisions to help ensure Republic Services is adhering to performance standards. These liquidated damages allow the City to hold Republic Services accountable for substandard service by imposing monetary penalties. Below are some of the liquidated damages the City would be able to impose:

- Failure to collect discarded materials that have been adequately set out for collection - \$100 per occurrence.
- Failure to collect illegally dumped bulky goods within two days of notification by the City -\$100 per day.
- Failure to clean up vehicle leaks or spills within the agreed timeframe - \$500 per occurrence.
- Failure to record a response to a customer complaint or request within 24 hours of resolution—\$100 per occurrence.
- Failure to repair or replace a damaged or missing container within two working days of a request from the City or a customer—\$50 per day.

The complete list of liquidated damages can be found in Section 12.6 of the attached amended Agreement.

Flow Control

The City retained flow control rights for solid waste disposal for single-family and commercial customers. In addition, the Amended Agreement explicitly designates that the City will retain flow control for single-family residential recycling materials and organic materials, a key provision that the City retains. This allows the City to direct which facilities these materials should be taken to for processing and disposal. Retaining this option could minimize future rate adjustments for single-family residential customers by allowing the City to designate facilities that may have lower processing and disposal costs.

Outreach and Education Requirements

The amended Agreement contains additional education and outreach activities that City staff and Republic Services will conduct. These efforts will be key to the City's compliance with SB 1383 to inform residential and commercial customers of new service levels, container configurations, and recycling requirements. Upon approval of the amended Agreement, City staff and Republic Services will begin notification of the new service collection program. This will include mailings to all residential and commercial customers regarding the new program requirements, updates on both Republic Services and City websites, quarterly newsletters, and informational posts on the City's social media platforms. Republic Services will be required under the amended Agreement to provide continuous education and outreach to all residential and commercial customers annually to ensure SB 1383 compliance.

Moreover, Republic Services will assign a full-time, Brea-dedicated Recycling Coordinator/Sustainability Advisor and one part-time route auditor to assist with citywide education and outreach efforts, participate in community events, conduct waste audits, resolve customer complaints/requests, and perform additional compliance efforts.

Once the amended Agreement is approved, Republic Services will distribute a new cart label to all single-family residential locations in the City. Residents will place these new labels on their yard waste containers to identify the expanded accepted materials for collecting all organic waste. This is because Brea's current residential yard waste carts do not meet SB 1383 labeling and color requirements. With the goal of limiting the increase to residential rates, the temporary labels were a compromise, allowing the current carts to continue to be used until they become damaged or worn. Once the cart has reached the end of its useful life, it will be replaced with an SB 1383-compliant cart. Under SB 1383, current carts are allowed to be used until January 1, 2036.

Monitoring and Reporting

The amended Agreement contains provisions for contamination monitoring and reporting requirements to comply with SB 1383 regulations. Republic Services will be required to perform container contamination monitoring, conduct route reviews of containers for prohibited container contaminants, prepare reports, and assist customers in reducing the levels of contamination in their containers.

Upon identification of prohibited container contaminants, Republic Services shall provide the customer with a notice of contamination, either as a courtesy pick-up notice or a non-collection notice. Commercial customers who receive a notice will be informed of the observed presence of prohibited container contaminants, information on the customer's requirement to properly separate materials into the appropriate containers, and information that contamination fees may be assessed following one instance of contaminated materials for commercial customers. Residential customers will be notified via a non-collection notice of container contamination and instructed to properly separate the materials into the appropriate container before servicing them.

Republic Services will also be required to maintain a container contaminant log and fee assessment report, which will be included in monthly activity reports for the City. These reports will be required to maintain compliance with the recordkeeping requirements under SB 1383. Furthermore, Republic Services shall prepare and submit the draft CalRecycle Electronic Annual Report (EAR) to the City for review and approval by July 1 of each year. All jurisdictions are required by the State to submit an EAR annually to monitor progress in implementing solid waste and recycling laws.

Food Recovery Assistance

The amended Agreement contains a provision to assist with identification and outreach to Commercial Edible Food Generators (CEFG) as part of food recovery efforts. Under the amended Agreement, Republic Services will provide a \$45,000 annual lump sum to help fund an agreement with a food recovery organization to facilitate food recovery efforts. City staff and Republic Services will annually provide education outreach, legislative requirement reminders, and training to all on-site employees for CEFG to ensure SB 1383 compliance. Furthermore, Republic Services will be expected to facilitate the growth of food recovery efforts in Brea for Edible Food Recovery Organizations to ensure a collaborative approach to reducing food waste within the community.

Rate Adjustment Indexes

Through the negotiations process, a revised rate adjustment formula for residential and commercial collection was agreed upon to facilitate a gradual transition from the current Consumer Price Index (CPI) towards utilizing the Garbage Trash Index (GTI), which is due to its tailored relevance to the solid waste industry. The GTI directly correlates to fluctuations in the costs associated with waste collection, disposal, and recycling processes, providing a more accurate reflection of the waste hauler's operational expenses. This focus allows for better resource allocation and ensures the rate adjustments align more closely with actual service delivery costs rather than general economic indicators. Additionally, utilizing the GTI can enhance transparency for residential and commercial customers, as they can better understand how their rates are connected to the structural costs of waste management and maintain the high standards the City of Brea has for keeping a clean community.

The rate adjustment formula for residential customers to gradually transition from CPI to GTI is as follows:

- Year 1: 100% CPI
- Year 2: 100% CPI
- Year 3: 70% CPI and 30% GTI
- Year 4: 60% CPI and 40% GTI
- Year 5: 50% CPI and 50% GTI
- Year 6: 70% GTI and 30% CPI
- Year 7: 100% GTI

By Year 7, the rate adjustment index will fully transition to the GTI until the end of the Agreement's term. Commercial customers will experience a similar rate adjustment formula, transitioning from CPI to GTI as follows:

- Year 1: 100% CPI
- Year 2: 70% CPI and 30% GTI
- Year 3: 50% CPI and 50% GTI
- Year 4: 70% GTI and 30% CPI
- Year 5: 100% GTI

By Year 5, the rate adjustment index will fully transition to the GTI until the end of the Agreement's term. This structured adjustment strategy aims to prevent sudden spikes in commercial collection rates, allowing businesses to better budget their expenses over time.

Overall, a transitional approach helps mitigate the financial impact on residential and commercial customers, allowing a smooth transition to the agreed-upon adjustment indexes without causing abrupt rate increases.

In addition, the rate adjustment methodology was updated in the amended Agreement. The collection component now includes the hauler's processing costs. The prior agreement rate calculations also included a disposal per ton component, which included transfer fees. This component was simplified under the amended Agreement. It will now be based on the actual percent change in the gate rate at County landfills.

Furthermore, the amended Agreement contains added provisions to guard against any extraordinary rate increases. Republic must formally request any extraordinary rate increases outside of annual rate adjustment indices. In this instance, the request cannot be related to changes in recyclable materials or organic waste processing costs, changes in the market value of recyclable materials, inaccurate estimates by Republic of its proposed cost of operations, or changes in wage rates or employee benefits. In addition, for any extraordinary rate adjustment request, Republic must provide supporting documentation demonstrating how total costs and revenues have changed over the past three years for services provided under the amended Agreement. The City also retains the right to audit this information concerning any extraordinary rate adjustment request.

City and Community Services

The amended Agreement also contains additional benefits to the community and City. Republic Services will continue to provide solid waste and recycling collection and disposal services for City-sponsored events at no cost. The amended Agreement also annually provides seven 40-yard roll-off containers for the City to utilize for neighborhood or other cleanup events such as Love Brea. Republic will also provide up to 20 tons of compost and/or mulch for community giveaway events for Brea residents to pick up. This material will assist the City in achieving its annual recovered organic target. Additionally, the amended Agreement includes a new annual mobile paper shredding event where residents can take old paperwork to be securely shredded on-site.

Compliance with other State Laws

The amended Agreement will help the City maintain compliance with other State laws regarding solid waste and recycling, including:

- AB 939 - Adopted in 1989, AB 939 (the California Integrated Waste Management Act of 1989) provides the statutory framework for solid waste collection and diversion by jurisdictions in the State
- AB 341 - Adopted in 2012, AB 341 required mandatory commercial recycling and set forth a state diversion goal of 75% by 2020
- AB 1826 - Adopted in 2014, AB 1826 required mandatory commercial organics (food and green waste) recycling from businesses and green waste recycling from multi-family units (five or more units) by April 2016. Food scrap recycling programs were also required to be offered to businesses meeting the thresholds of the law
- AB 1594 - Eliminated allowing the use of green (yard) waste for alternative daily cover at landfills as a diversion credit in state reporting starting in January 2020
- SB 1383 - Effective January 1, 2022, SB 1383 established goals to reduce short-lived climate pollutants (e.g., greenhouse gasses) by 75 percent by 2025 throughout the State. In particular, focusing on methane gasses released from landfills from decomposing organic material

Environmental Determination

The City Council finds and determines that approval of the 2025 Franchise Agreement and the Proposed Rate Adjustments is exempt from California Environmental Quality Act ("CEQA") review under statutory and categorical exemptions, including those outlined in California Code of Regulations Title 14, Sections 15061(b) (3), 15273(a), 15301, and 15308. Development and implementation of the amended organic waste collection services under the 2025 Agreement is a requirement of SB 1383 and CalRecycle and is exempt from CEQA because it is an action under a regulatory requirement to assure the protection of the environment and involves procedures for the protection of the environment. Furthermore, the amended organic waste collection services apply to the City's existing volume of generated solid waste, which has no expansion of use. The Proposed Rate Adjustments are necessary to meet the operating expenses of the organic waste collection program. These approvals are additionally exempt under the general rule that CEQA applies only to projects that can potentially cause a significant effect on the environment.

Cost-of-Service-Study

The proposed solid waste rate adjustments are needed to comply with new unfunded State regulations required by SB 1383. They also coincide with the Second Amended and Restated Franchise Agreement being presented for City Council consideration. The proposed rate adjustments will allow for Republic Services to implement a residential curbside organic waste collection program, expand current commercial organic waste collection services, procure additional collection carts and vehicles, implement monitoring and reporting functions, assist with edible food recovery efforts, and incorporate additional service measures to ensure compliance with SB 1383.

NewGen Strategies and Solutions, LLC (NewGen) conducted a cost-of-service study (Study) (Attachment B—Solid Waste Cost of Service Study Memorandum), which examined the City's Sanitation and street Sweeping Fund (Fund 440). The Study focused on residential solid waste collection services to determine if the proposed rate adjustment will meet the cost-of-service requirements to ensure the continuous delivery of essential sanitation services and implement additional services to comply with SB 1383 regulations.

The Study analyzed historical data for Fund 440 from the past five budget cycles, the current Fiscal Year budget for Fund 440, and Republic Services' estimated cost for residential organic waste collection service to design rates for the City for Fiscal Year (FY) 2024-2025. The Study also removed 15% of City staff salary expenses to account for assistance provided to commercial customers as part of daily City functions.

Under current year projections, the cost to provide residential solid waste collection is \$4,061,390. This cost does not include the additional amount to implement the new residential curbside organic waste collection service. The current revenues generated at the current curbside cart rate is \$3,857,941. This results in a current under-recovery of costs of \$203,449. The solid waste franchise fees collected in FY 23-24 were \$1,164,193, included in the City's General Fund revenues. These revenues are utilized for various General Fund activities. They are not intended to administer the solid waste program. As a result, Table 5 shows the amount of solid waste franchise fees collected and the General Fund subsidies to Fund 440. Enterprise funds should strive to be cost-neutral and not be provided subsidies from General Fund revenues.

| Table 5: Current Residential Solid Waste Revenues & Costs | |
|--|---------------------|
| Fund 440 | FY 2024-2025 |
| Solid Waste Budget Costs (Minus Commercial Costs) | \$4,061,390* |
| Current Revenues Residential Services | \$3,857,941 |
| Over/(Under) Cost Recovery at Current Rate | \$(203,449) |
| | |
| Franchise Fees | |
| Solid Waste Franchise Fees (FY 23-24) | \$1,164,193 |
| Transfer from General Fund to Fund 440 | \$159,245 |

*Cost projection does not include additional residential organic waste collection costs

After reviewing historical and current budget data, NewGen determined that the total revenue requirement to achieve cost recovery for residential solid waste services in Fund 440 for FY 2024-2025 is \$4,504,926. According to the Study, most of those costs, which amount to \$3,440,310, are related to the contract with Republic Services. The remaining costs are for salaries and benefits of City staff to administer the solid waste program and provide residential billing services. There is an additional cost of \$487,740 in FY 2024-2025 for Republic Services to implement the new curbside residential organic waste collection service. This new service is a significant component of the Second Amended and Restated Franchise Agreement. Table 6 outlines the FY 2024-2025 revenue requirement for residential solid waste services.

| Table 6: Residential Solid Waste Revenue Requirement | |
|---|---------------------|
| Fund 440 | FY 2024-2025 |
| Solid Waste Budget Costs (Minus Commercial Costs) | \$4,017,186 |
| Additional Organics Collection Costs | \$487,740 |
| Solid Waste Revenue Requirement | \$4,504,926 |

The Study showed that under the current residential cart rate of \$27.80 per month, there is a projected under-recovery of \$646,985 for FY 2024-2025. The under-recovery results from the total revenue from the current curbside cart rate of \$3,857,941 compared with the future revenue requirement of \$4,504,926 to implement the residential organic waste collection service and account for City administrative costs. Table 7 shows the difference between the current curbside cart rate revenues and the future revenues needed to cover service costs.

| Table 7: Revenue Recovery from Current Residential Cart Rate | |
|---|---------------------|
| Fund 440 | FY 2024-2025 |
| Revenue from Current Residential Cart Rate | |
| Standard Cart Revenue | \$3,756,002 |
| Additional Cart Revenue | \$101,939 |
| Total Annual Solid Waste Revenue | \$3,857,941 |
| | |
| Total Annual Solid Waste Revenue | \$3,857,941 |
| Solid Waste Revenue Requirement | \$4,504,926 |
| Over/(Under) Cost Recovery at Current Rate | \$(646,985) |

To achieve cost recovery, including the new curbside residential organic waste collection program, NewGen recommended a \$4.79 increase to the current monthly refuse rate.

| Table 8: Proposed Adjusted Solid Waste Residential Rate – Consultant Recommendation | | | |
|--|---|--|-------------------------------|
| Current Residential Rate | Contract Rate to Republic Services | PW Administration/Utility Billing | Proposed Adjusted Rate |
| \$27.80 | \$29.45 | \$3.14 | \$32.59 |

Based on the consultant's recommended \$4.79 increase, \$29.45 is comprised of the negotiated contract rate with Republic Services to implement required SB 1383 programs. The additional \$3.14 would go to the City to cover costs for administration and oversight of the residential solid waste program and billing services.

After reviewing the study results, City staff conducted additional research to determine if any action could be taken to reduce the consultant-recommended residential rate. Staff determined that the recommended residential rate could be reduced due to current staffing vacancies in the Public Works Department. As a result, City staff's recommended adjusted residential rate is \$31.27 per month which is \$1.32 less than the consultant's recommended rate. This recommended residential rate is projected to result in an under-recovery of \$158,930 for Fund 440, compared to the full cost recovery identified in the Study, by the end of FY 2024-2025.

| Table 9: Proposed Adjusted Solid Waste Residential Rate – City Staff Recommendation | | | |
|---|------------------------------------|-----------------------------------|------------------------|
| Current Residential Rate | Contract Rate to Republic Services | PW Administration/Utility Billing | Proposed Adjusted Rate |
| \$27.80 | \$29.45 | \$1.82 | \$31.27 |

The City staff proposed rate retains the negotiated contracted rate to allow Republic Services to implement required SB 1383 programs and maintain minimum service levels provided by City staff for the remainder of FY 2024-2025. The proposed adjustments account for all labor, equipment, materials and supplies, insurance, overhead, transfer, and disposal necessary to perform all services. With its consultant, the City has reviewed the overall proposed rate adjustments as part of the Study and determined them to be reasonable.

Furthermore, the proposed rate adjustments will allow the City to implement the necessary services to satisfy the action items identified in its formal CAP and ensure compliance with SB 1383 regulations. If the City Council approves the proposed rate adjustments, the new rates will go into effect on March 1, 2025.

Proposition 218 Public Hearing

Proposition 218 (Prop. 218) requires the City to conduct a public hearing to consider approving a resolution adjusting solid waste service rates for residential, multi-family, and commercial customers. The City must mail the notice at least forty-five (45) days before the public hearing date regarding the proposed rates.

Beginning the week of December 1, 2024, per Prop. 218, the City mailed notifications of the proposed adjusted, solid waste service rates to property owners, commercial customers, tenants, and occupants as part of the bi-monthly utility billing (Attachment A—Prop. 218 Public Hearing Notice). Separate Prop. 218 notices were mailed out on December 19, 2024, utilizing the most current addresses from Orange County property tax roll assessments.

The Prop. 218 notice identified the proposed adjusted rates and instructions for filing written protests concerning the proposed rates. As of agenda preparation on January 23, 2025, the City received four written protest objecting to the rate increase. Protest letters from over 50% of the parcels in Brea would be required to prevent the approval of the recommended actions. If no majority protest is received, and the City Council approves the resolution, the rate adjustments would be effective March 1, 2025.

SUMMARY/FISCAL IMPACT

Under the Second Amended and Restated Franchise Agreement, the City will be paid a 10 percent franchise fee. The annual franchise fee is estimated to be \$1.2 million for the Agreement's first year. Subsequent franchise fee payments will depend upon the revenues collected after applying the rate adjustment indexes and the number of active solid waste accounts. The collected franchise fees are deposited into the General Fund (Fund 110).

City staff's recommended residential curbside monthly cart rate of \$31.27 is estimated to generate \$4,345,996 in revenue for Fund 440. Based on the staff-recommended residential rate, there is a projected under-recovery of \$158,930 by the end of FY 2024-2025. After the conclusion of FY 2024-2025, additional rate adjustments may be needed to achieve full cost recovery, as identified in the Cost-of-Service Study for Fund 440, which can be further analyzed as part of future budgeting processes.

RESPECTFULLY SUBMITTED

Kristin Griffith, Interim City Manager

Prepared by: Francesca Vivanti, Management Analyst I

Matthew Cuevas, Senior Management Analyst

Concurrence: Michael Ho, PE, Public Works Director

Attachments

[Attachment A - Proposition 218 Notices of Public Hearing.pdf](#)

[Attachment B - Solid Waste Cost of Service Study Memorandum.pdf](#)

[Attachment C - Resolution Approving 2nd Amended Solid Waste Franchise Agreement and Rate Adjustments.pdf](#)

[Attachment D - Draft Second Amended and Restated Franchise Agreement with Republic Waste Services of Southern California LLC.pdf](#)

[Attachment E – Draft Second Amended and Restated Franchise Agreement Exhibits.pdf](#)



PROPOSED ADJUSTMENTS TO SOLID WASTE & RECYCLING SERVICE RATES

Service rates are for the operation and administration of the solid waste disposal and recycling services and programs implemented by the franchisee as required by State law, the Brea Municipal Code, and the franchise agreement.

Such services include solid waste containers, solid waste pick-up, a set number of bulky item pickups per year, e-waste disposal, compost giveaways, and other community clean up events.

WHAT IS SENATE BILL 1383 ?

Short-lived Climate Pollutants (SLCP): Organic Waste Reductions Act was signed into law in 2016 and established methane emissions targets and edible food recovery goals.

For more information on SB 1383, visit calrecycle.ca.gov/organics/slcp/

Additional information on services provided by Republic Services can be found at www.recyclebrea.net



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CITY OF BREA NOTICE OF PUBLIC HEARING FOR PROPOSED ADJUSTMENTS TO SOLID WASTE & RECYCLING SERVICE RATES

NOTICE IS HEREBY GIVEN that the Brea City Council will hold a public hearing on proposed adjustments to solid waste and recycling service rates on **Tuesday, February 4, 2025 at 7:00 PM**, or as soon as the matter may be heard, at 1 Civic Center Circle, Brea, CA 92821 in City Council Chambers. If approved by the City Council in the absence of a majority protest (see below), the initial increases will go into effect on March 1, 2025.

WHY HAVE I RECEIVED THIS NOTICE?

This notice is regarding a public hearing to consider proposed adjustments to solid waste and recycling service rates for all Brea solid waste customers. The public hearing will be conducted in accordance with Proposition 218 (1996), specifically California Constitution Article XIII D, Section 6. This notice is being sent to all property owners of record whose parcels receive solid waste and recycling services from Brea's solid waste hauler franchisee and to tenants who are directly responsible for payment of the solid waste and recycling service rates.

WHY ARE RATE INCREASES NECESSARY?

All California cities, including Brea, face the most stringent solid waste legislation in history under Senate Bill 1383 (2016) ("SB 1383"). SB 1383 mandates the State of California to reduce organic waste disposal (including green waste and food waste) 50% by January 1, 2020, and 75% by January 1, 2025. SB 1383 also requires the State to recover 20% of edible food by January 1, 2025. As a result, green waste and food waste can no longer be disposed of in a landfill and must be recycled. The SB 1383 organic recycling mandates, along with current economic conditions, including equipment supply chain interruptions and labor shortages, are significantly impacting the solid waste industry. For the City of Brea to remain in compliance with State law and avoid being fined by the State, expanded solid waste and recycling services are necessary, none of which are funded by the State. Therefore, these expanded services and other cost increases must be funded by adjusting the solid waste and recycling service rates.

PROPOSED SOLID WASTE & RECYCLING SERVICE RATES

The City Council will consider the proposed adjustments to the solid waste and recycling service rates in connection with entering into a restated and amended Franchise Agreement with the City's solid waste hauler franchisee, Republic Waste Services of Southern California LLC, which does business as Brea Disposal. The new Franchise Agreement will ensure that the City continues to be in compliance with SB 1383 and other unfunded State mandates for solid waste and recycling. The proposed rates represent the maximum amount that customers can be charged pursuant to the new Franchise Agreement for all labor, equipment, materials and supplies, taxes, insurance, bonds, letters of credit, overhead, disposal, transfer, profit, and all other things necessary to perform solid waste and recycling services.

Under the new Franchise Agreement, there are two customer classes: (i) single-family residential (premises with less than five dwelling units) and (ii) commercial, which includes multi-family and industrial. The proposed single-family residential monthly rate is a flat rate comprised of a City Utility Billing Component, Service Component, and Disposal Component, and includes one pick-up per week of a trash cart, recycling cart, and organic waste cart. The proposed commercial monthly rates are comprised of a Service Component and a Disposal Component for each type of service (trash, recycling and organic waste), and for each type of service is based on: (i) container size (in gallons or cubic yards); (ii) type of container (e.g., cart or bin); and (iii) frequency of pick-ups per week. Absent a waiver, commercial customers are required to have trash, organic waste and recycling service. For all customers, extra services (e.g., roll-out services) are available at additional cost. A partial list of the proposed rates are set forth in the attached Exhibit A. A full list of the proposed rates can be viewed on the City's website at www.cityofbrea.net/recyclebrea.

If approved by the City Council, the initial rate adjustments will go into effect on March 1, 2025. In addition, without the City Council holding additional public hearings, the rates may be adjusted on July 1, 2025, July 1, 2026, July 1, 2027, and July 1, 2028 to account for inflation and changes in the gate rate at the County landfill. The method for calculating the annual adjustments can be viewed on the City's website at cityofbrea.net/recyclebrea.

HOW CAN I PARTICIPATE? WHAT IS A MAJORITY PROTEST?

At the public hearing, the City Council will hear and consider all objections or protests to the proposed adjustments to the solid waste and recycling service rates. Any property owner of record whose parcel receives solid waste and recycling services from Republic and any property tenant that is directly responsible for payment of solid waste and recycling service rates (each, a "rate payer") may submit a written protest against the proposed adjustments to the solid waste and recycling service rates. Written protests may be personally delivered to the City Clerk during the public hearing. Written protests may also be mailed to the City of Brea, Attention: City Clerk, 1 Civic Center Circle, Brea, CA 92821 or delivered in-person to City Hall, 1 Civic Center Circle, Brea, CA 92821. Protests that are mailed or delivered to City Hall must be received by the City Clerk by 7:00 PM on February 4, 2025.

To be counted, a written protest must: (1) identify the parcel of property subject to the proposed adjustments to solid waste and recycling service rates, (2) identify the rate payer, and (3) include the signature of the rate payer. Emailed protests will not be counted in determining the existence of a majority protest. A majority protest will exist if, at the end of the public hearing, there are written protests submitted by a majority of the rate payers subject to the proposed adjustments to solid waste and recycling service rates. No more than one written protest per parcel of property will be counted in calculating a majority protest. The City Council cannot adopt the proposed adjustments to the solid waste and recycling service rates if a majority protest exists.

WHERE CAN I FIND MORE INFORMATION?

For more information regarding the State's SB 1383 unfunded mandate please visit CalRecycle's website at calrecycle.ca.gov/organics/slcp. You may also contact the Brea Public Works Department at (714) 990-7691 if you have questions about this notice or your solid waste and recycling service rates.



EXHIBIT A

CITY OF BREA PROPOSED SOLID WASTE & RECYCLING SERVICE RATES EFFECTIVE MARCH 1, 2025

(Rates may escalate on July 1, 2025; July 1, 2026; July 1, 2027; and July 1, 2028)

| SINGLE FAMILY RESIDENTIAL SERVICES* | Current Rate | ¹ City Utility Billing | ¹ Collection Component (85%) | ¹ Disposal Component (15%) | ¹ Proposed Adjusted Rate |
|--|--------------|--------------------------------------|--|--|--|
| *Residential premises with 4 or less dwelling units | | | | | |
| MONTHLY RESIDENTIAL RATE (Includes 3 carts: 1 Trash, 1 Recycle, 1 Organic Waste 1x/week PICK-UP) | \$27.80 | \$3.14 | \$25.03 | \$4.42 | \$32.59 |
| ADDITIONAL RESIDENTIAL | | | | | |
| TRASH CONTAINER | \$13.15 | | \$12.95 | \$2.28 | \$15.23 |
| ORGANIC WASTE CONTAINER | \$6.04 | | \$5.95 | \$1.05 | \$7.00 |
| RECYCLE CONTAINER | \$0.00 | | \$0.00 | \$0.00 | \$0.00 |
| MOBILE HOME RESIDENTIAL RATE | \$27.80 | \$3.14 | \$25.03 | \$4.42 | \$32.59 |
| TEMPORARY 3 YARD RES. BIN | \$105.89 | | \$104.26 | \$18.40 | \$122.66 |
| 3 DAYS (Del - Fill - PICK-UP & Disposal) | | | | | |
| RESIDENTIAL ROLL-OUT SERVICES (Service is for customers that want back door, garage, walk in service) | \$14.01 | | \$13.79 | \$2.43 | \$16.22 |
| RESIDENTIAL EXTRA DUMP - ALL 3 CONTAINERS | \$29.74 | | \$29.28 | \$5.17 | \$34.45 |
| RESIDENTIAL EXCHANGE OF ALL 3 CONTAINERS | \$45.98 | | \$45.27 | \$7.99 | \$53.26 |
| RESIDENTIAL CONTAINER REPLACEMENT - MISUSE (Each) | \$81.36 | | \$80.11 | \$14.14 | \$94.25 |
| RESIDENTIAL BULKY-ITEM COLLECTION | | | | | |
| Additional Pick-ups Over 3x Pick-up/Year | \$57.55 | | \$56.67 | \$10.00 | \$66.67 |
| Charge for Each Item Over 20 per Collection | \$8.22 | | \$8.09 | \$1.43 | \$9.52 |
| Additional Fee Required for Gas Recovery | \$78.12 | | \$76.92 | \$13.57 | \$90.49 |
| RESIDENTIAL KITCHEN PAIL FOR PURCHASE (unbranded) | New Rate | | | | \$12.15 |
| COMMERCIAL/MULTI-FAMILY/INDUSTRIAL BIN SERVICE | Current Rate | | ² Collection Component (85%) | ² Disposal Component (15%) | ² Proposed Adjusted Rate |
| (Absent a waiver, trash, recycle and organic waste service is required. Typical service includes 1 trash, 1 recycle, and 1 organic waste container) | | | | | |
| COMMERCIAL BARREL RATE (96 GALLON TRASH) | \$41.26 | | \$37.26 | \$6.58 | \$43.84 |
| MONTHLY COMMERCIAL TRASH BIN RATES | | | | | |
| 1.5 YARD TRASH BIN 1x/week PICK-UP | \$111.93 | | \$101.09 | \$17.84 | \$118.93 |
| 1.5 YARD TRASH BIN 2x/week PICK-UP | \$194.06 | | \$175.26 | \$30.93 | \$206.19 |
| 1.5 YARD TRASH BIN 3x/week PICK-UP | \$276.19 | | \$249.43 | \$44.02 | \$293.45 |
| 1.5 YARD TRASH BIN 4x/week PICK-UP | \$358.32 | | \$323.61 | \$57.11 | \$380.72 |
| 1.5 YARD TRASH BIN 5x/week PICK-UP | \$440.45 | | \$397.78 | \$70.20 | \$467.98 |
| 1.5 YARD MANURE BIN 1x/week PICK-UP | \$123.43 | | \$111.47 | \$19.67 | \$131.14 |
| 1.5 YARD MANURE BIN 2x/week PICK-UP | \$217.06 | | \$196.03 | \$34.59 | \$230.62 |
| 1.5 YARD MANURE BIN 3x/week PICK-UP | \$310.69 | | \$280.59 | \$49.52 | \$330.11 |
| 1.5 YARD MANURE BIN 4x/week PICK-UP | \$404.32 | | \$365.15 | \$64.44 | \$429.59 |
| 1.5 YARD MANURE BIN 5x/week PICK-UP | \$497.95 | | \$449.71 | \$79.36 | \$529.07 |
| 2 YARD TRASH BIN 1x/week PICK-UP | New Rate | | \$139.04 | \$24.54 | \$163.58 |
| 2 YARD TRASH BIN 2x/week PICK-UP | New Rate | | \$232.28 | \$40.99 | \$273.27 |
| 2 YARD TRASH BIN 3x/week PICK-UP | New Rate | | \$325.52 | \$57.44 | \$382.96 |
| 2 YARD TRASH BIN 4x/week PICK-UP | New Rate | | \$418.76 | \$73.90 | \$492.66 |
| 2 YARD TRASH BIN 5x/week PICK-UP | New Rate | | \$512.00 | \$90.35 | \$602.35 |
| 3 YARD TRASH BIN 1x/week PICK-UP | \$181.12 | | \$163.57 | \$28.87 | \$192.44 |
| 3 YARD TRASH BIN 2x/week PICK-UP | \$302.58 | | \$273.27 | \$48.22 | \$321.49 |
| 3 YARD TRASH BIN 3x/week PICK-UP | \$424.04 | | \$382.96 | \$67.58 | \$450.54 |
| 3 YARD TRASH BIN 4x/week PICK-UP | \$545.50 | | \$492.65 | \$86.94 | \$579.59 |
| 3 YARD TRASH BIN 5x/week PICK-UP | \$666.96 | | \$602.35 | \$106.30 | \$708.65 |
| 3 YARD MANURE BIN 1x/week PICK-UP | \$195.79 | | \$176.82 | \$31.20 | \$208.02 |
| 3 YARD MANURE BIN 2x/week PICK-UP | \$331.92 | | \$299.77 | \$52.90 | \$352.67 |
| 3 YARD MANURE BIN 3x/week PICK-UP | \$468.05 | | \$422.71 | \$74.60 | \$497.31 |
| 3 YARD MANURE BIN 4x/week PICK-UP | \$604.18 | | \$545.65 | \$96.29 | \$641.94 |
| 3 YARD MANURE BIN 5x/week PICK-UP | \$740.31 | | \$668.59 | \$117.99 | \$786.58 |
| 3 YARD TEMP CONSTRUCTION BIN 1x/week PICK-UP | \$232.94 | | \$210.37 | \$37.12 | \$247.49 |
| 3 YARD TEMP CONSTRUCTION BIN 2x/week PICK-UP | \$360.11 | | \$325.22 | \$57.39 | \$382.61 |
| 3 YARD TEMP CONSTRUCTION BIN 3x/week PICK-UP | \$487.28 | | \$440.07 | \$77.66 | \$517.73 |
| 3 YARD TEMP CONSTRUCTION BIN 4x/week PICK-UP | \$614.45 | | \$554.93 | \$97.93 | \$652.86 |
| 3 YARD TEMP CONSTRUCTION BIN 5x/week PICK-UP | \$741.62 | | \$669.78 | \$118.20 | \$787.98 |
| 3 YARD COMPACTED BIN 1x/week PICK-UP | \$266.27 | | \$240.48 | \$42.44 | \$282.92 |
| 3 YARD COMPACTED BIN 2x/week PICK-UP | \$481.71 | | \$435.04 | \$76.77 | \$511.81 |
| 3 YARD COMPACTED BIN 3x/week PICK-UP | \$697.15 | | \$629.61 | \$111.11 | \$740.72 |
| 3 YARD COMPACTED BIN 4x/week PICK-UP | \$912.59 | | \$824.18 | \$145.44 | \$969.62 |
| 3 YARD COMPACTED BIN 5x/week PICK-UP | \$1,128.03 | | \$1,018.75 | \$179.78 | \$1,198.53 |
| 4 YARD TRASH BIN 1x/week PICK-UP | New Rate | | \$188.11 | \$33.20 | \$221.31 |
| 4 YARD TRASH BIN 2x/week PICK-UP | New Rate | | \$314.26 | \$55.46 | \$369.72 |
| 4 YARD TRASH BIN 3x/week PICK-UP | New Rate | | \$440.41 | \$77.72 | \$518.13 |
| 4 YARD TRASH BIN 4x/week PICK-UP | New Rate | | \$566.55 | \$99.98 | \$666.53 |
| 4 YARD TRASH BIN 5x/week PICK-UP | New Rate | | \$692.70 | \$122.24 | \$814.94 |
| 6 YARD TRASH BIN 1x/week PICK-UP | New Rate | | \$327.15 | \$57.73 | \$384.88 |
| 6 YARD TRASH BIN 2x/week PICK-UP | New Rate | | \$546.54 | \$96.45 | \$642.99 |
| 6 YARD TRASH BIN 3x/week PICK-UP | New Rate | | \$765.92 | \$135.16 | \$901.08 |

¹ City Utility Billing, Collection Component and Disposal Component make up the Proposed Adjusted Rate for Single Family Residential.² Collection Component and Disposal Component make up the Proposed Adjusted Rate for Commercial/Multi-Family/Industrial.

EXHIBIT A

ATTACHMENT A

CITY OF BREA PROPOSED SOLID WASTE & RECYCLING SERVICE RATES EFFECTIVE MARCH 1, 2025

(Rates may escalate on July 1, 2025; July 1, 2026; July 1, 2027; and July 1, 2028)

| | | | | |
|---|---------------------|---|---|---|
| 6 YARD TRASH BIN 4x/week PICK-UP | New Rate | \$985.31 | \$173.88 | \$1,159.19 |
| 6 YARD TRASH BIN 5x/week PICK-UP | New Rate | \$1,204.70 | \$212.59 | \$1,417.29 |
| 8 YARD TRASH BIN 1x/week PICK-UP | New Rate | \$376.22 | \$66.39 | \$442.61 |
| 8 YARD TRASH BIN 2x/week PICK-UP | New Rate | \$628.52 | \$110.91 | \$739.43 |
| 8 YARD TRASH BIN 3x/week PICK-UP | New Rate | \$880.81 | \$155.44 | \$1,036.25 |
| 8 YARD TRASH BIN 4x/week PICK-UP | New Rate | \$1,133.11 | \$199.96 | \$1,333.07 |
| 8 YARD TRASH BIN 5x/week PICK-UP | New Rate | \$1,385.40 | \$244.48 | \$1,629.88 |
| COMMERCIAL/MULTI-FAMILY/INDUSTRIAL RECYCLE RATES | Current Rate | ²Collection Component (85%) | ²Disposal Component (15%) | ²Proposed Adjusted Rate |
| 65 GALLON RECYCLE CART 1x/week PICK-UP | New Rate | \$51.00 | \$9.00 | \$60.00 |
| 96 GALLON RECYCLE CART 1x/week PICK-UP | New Rate | \$51.00 | \$9.00 | \$60.00 |
| 2 YARD RECYCLE BIN 1x/week PICK-UP | New Rate | \$95.14 | \$16.79 | \$111.93 |
| Additional per trip PICK-UP | New Rate | \$95.14 | \$16.79 | \$111.93 |
| 3 YARD RECYCLE BIN 1x/week PICK-UP | \$152.81 | \$136.38 | \$24.07 | \$160.45 |
| Additional per trip PICK-UP | \$152.81 | \$136.38 | \$24.07 | \$160.45 |
| 4 YARD RECYCLE BIN 1x/week PICK-UP | New Rate | \$159.89 | \$28.22 | \$188.11 |
| 3 YARD SPLIT BIN (no additional lock fee or installation) | New Rate | \$206.93 | \$36.52 | \$243.45 |
| COMMERCIAL RECYCLE BIN CONTAMINATION FEE per occurrence | New Rate | \$98.85 | \$17.44 | \$116.29 |
| COMMERCIAL RECYCLE CART CONTAMINATION FEE per occurrence | New Rate | \$49.44 | \$8.72 | \$58.16 |
| COMMERCIAL/MULTI-FAMILY/INDUSTRIAL ORGANIC WASTE RATES | Current Rate | ²Collection Component (85%) | ²Disposal Component (15%) | ²Proposed Adjusted Rate |
| 35 GALLON CART 1x/week PICK-UP | \$41.26 | \$35.07 | \$6.19 | \$41.26 |
| 35 GALLON CART 2x/week PICK-UP | \$82.52 | \$70.14 | \$12.38 | \$82.52 |
| 35 GALLON CART 3x/week PICK-UP | \$123.78 | \$105.21 | \$18.57 | \$123.78 |
| 65 GALLON CART 1x/week PICK-UP | \$65.19 | \$55.41 | \$9.78 | \$65.19 |
| 65 GALLON CART 2x/week PICK-UP | \$130.37 | \$110.81 | \$19.56 | \$130.37 |
| 65 GALLON CART 3x/week PICK-UP | \$195.56 | \$166.23 | \$29.33 | \$195.56 |
| 2 YARD BIN 1x/week PICK-UP | \$348.61 | \$296.32 | \$52.29 | \$348.61 |
| 2 YARD BIN 2x/week PICK-UP | \$697.21 | \$592.63 | \$104.58 | \$697.21 |
| 2 YARD BIN 3x/week PICK-UP | \$1,045.82 | \$888.95 | \$156.87 | \$1,045.82 |
| ORGANIC BIN NON-SCHEDULE ADDITIONAL PICK-UPS | New Rate | \$296.32 | \$52.29 | \$348.61 |
| ORGANIC CART NON-SCHEDULE ADDITIONAL PICK-UPS | New Rate | \$35.07 | \$6.19 | \$41.26 |
| ORGANIC BIN CONTAMINATION FEE per occurrence | \$116.29 | \$98.85 | \$17.44 | \$116.29 |
| ORGANIC CART CONTAMINATION FEE per occurrence | \$58.16 | \$49.44 | \$8.72 | \$58.16 |
| COMMERCIAL/MULTI-FAMILY/INDUSTRIAL SPECIAL SERVICES | Current Rate | ²Collection Component (85%) | ²Disposal Component (15%) | ²Proposed Adjusted Rate |
| Pull out service (applicable when container must be moved more than 25ft) | \$71.94 | \$64.97 | \$11.47 | \$76.44 |
| Lock latch (For any bin with lockbar other than split bins) | \$2.71 | \$2.45 | \$0.43 | \$2.88 |
| Redeliver bin (due to non-payment) | \$101.78 | \$91.92 | \$16.22 | \$108.14 |
| Lock latch bin one-time installation fee (For all lock latch except split bins) | \$120.81 | \$109.10 | \$19.25 | \$128.35 |
| NON-SCHEDULE ADDITIONAL PICK-UPS | | | | |
| 1st BIN PICK-UP (1.5 & 3 YARD BINS) | \$84.79 | \$76.58 | \$13.51 | \$90.09 |
| BIN OVERAGE "OVER THE TOP" - Each Occurrence | \$47.31 | \$55.25 | \$9.75 | \$65.00 |
| COMMERCIAL CONTAINER STEAM CLEANING (container exchanged) | \$135.14 | \$122.05 | \$21.54 | \$143.59 |
| COMMERCIAL BULKY-ITEM COLLECTION | | | | |
| Bulky item pickups (no limit); max 20 items per collection | \$61.06 | \$55.14 | \$9.73 | \$64.87 |
| Charge for Each Item Over 20 per collection | \$8.12 | \$7.33 | \$1.29 | \$8.62 |
| Additional Fee Required for Gas Recovery | \$78.12 | \$70.55 | \$12.45 | \$83.00 |
| INDUSTRIAL SPECIAL SERVICES | Current Rate | ²Collection Component (85%) | ²Disposal Component (15%) | ²Proposed Adjusted Rate |
| PERMANENT 30 YARD ROLL-OFF - Min. 4 PICK-UPS per/Month | \$2,646.69 | \$2,390.29 | \$421.82 | \$2,812.11 |
| ADDITIONAL PICK-UP - PERM 30 YARD ROLL-OFF | \$661.67 | \$597.57 | \$105.45 | \$703.02 |
| PERMANENT 15 YARD DEMO BOX - Min. 4 PICK-UPS per/Month | \$2,819.48 | \$2,546.34 | \$449.35 | \$2,995.69 |
| ADDITIONAL PICK-UP - PERM 15 YARD DEMO | \$704.87 | \$636.59 | \$112.34 | \$748.93 |
| PERMANENT 40 YARD PACKER - Each PICK-UP | \$825.04 | \$745.11 | \$131.49 | \$876.60 |
| TEMPORARY 30 YARD ROLL-OFF BOX | \$663.40 | \$599.13 | \$105.73 | \$704.86 |
| TEMPORARY 30 YARD ROLL-OFF BOX - Yardwaste | \$625.25 | \$564.68 | \$99.65 | \$664.33 |
| TEMPORARY 15 YARD DEMO BOX | \$766.18 | \$691.96 | \$122.11 | \$814.07 |
| THREE DAYS - 1 EMPTY | | | | |
| CONTAINER MONTHLY RENTALS | | | | |
| THREE (3) YARD BIN | \$67.58 | \$61.03 | \$10.77 | \$71.80 |
| TILT HOPPER | \$52.72 | \$47.61 | \$8.40 | \$56.01 |
| STORAGE CONTAINER | \$106.76 | \$96.42 | \$17.01 | \$113.43 |
| PACKER UNIT - "TURN-A-ROUND" REQUIRED | \$13.76 | \$12.43 | \$2.19 | \$14.62 |
| (Surcharge per Pull) | | | | |
| SATURDAY SERVICE - PER LOAD | \$40.74 | \$36.79 | \$6.49 | \$43.28 |
| BREA OLINDA SCHOOL DISTRICT | Current Rate | ²Collection Component (85%) | ²Disposal Component (15%) | ²Proposed Adjusted Rate |
| MONTHLY COMMERCIAL RATES | | | | |
| 3 YARD BIN 1x/week PICK-UP | \$117.46 | \$106.08 | \$18.72 | \$124.80 |
| 3 YARD BIN - ADDITIONAL PICK-UP | \$85.56 | \$77.27 | \$13.64 | \$90.91 |

¹ City Utility Billing, Collection Component and Disposal Component make up the Proposed Adjusted Rate for Single Family Residential.² Collection Component and Disposal Component make up the Proposed Adjusted Rate for Commercial/Multi-Family/Industrial.FULL LIST OF PROPOSED RATES AVAILABLE ON CITY WEBSITE: www.cityofbrea.net/recyclebrea

PROPOSED ADJUSTMENTS TO SOLID WASTE & RECYCLING SERVICE RATES

Service rates are for the operation and administration of the solid waste disposal and recycling services and programs implemented by the franchisee as required by State law, the Brea Municipal Code, and the franchise agreement.

Such services include solid waste containers, solid waste pick-up, a set number of bulky item pickups per year, e-waste disposal, compost giveaways, and other community clean up events.

ARE WE THE ONLY CITY EXPERIENCING A RATE ADJUSTMENT ?

No. The costs associated with the proposed rate increase will affect most, if not all, jurisdictions in Orange County and the State. Costs associated with inflation, Senate Bill 1383 (SB 1383), and recycling markets will impact solid waste rates all across California.

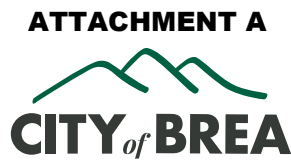
WHAT IS SENATE BILL 1383 ?

Short-lived Climate Pollutants (SLCP): Organic Waste Reductions Act was signed into law in 2016. The law established statewide targets to achieve a 50% reduction in the level of organic waste disposed in landfills by 2020 and a 75% reduction by 2025. Additionally, the law sets a statewide target of a 20% reduction in the disposal of edible food, and for this food to be recovered for human consumption.

For more information on SB 1383, please visit the CalRecycle website at calrecycle.ca.gov/organics/slcp/



Additional information on services provided by Republic Services
can be found at www.recyclebrea.net



CITY OF BREA NOTICE OF PUBLIC HEARING FOR PROPOSED ADJUSTMENTS TO SOLID WASTE & RECYCLING SERVICE RATES

NOTICE IS HEREBY GIVEN that the Brea City Council will hold a public hearing on proposed adjustments to solid waste and recycling service rates on **Tuesday, February 4, 2025 at 7:00 PM**, or as soon as the matter may be heard, at 1 Civic Center Circle, Brea, CA 92821 in City Council Chambers. If approved by the City Council in the absence of a majority protest (see below), the initial increases will go into effect on March 1, 2025.

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If approved by the City Council, the initial rate adjustments will go into effect on March 1, 2025. In addition, without the City Council holding additional public hearings, the rates may be adjusted on July 1, 2025, July 1, 2026, July 1, 2027, and July 1, 2028 to account for inflation and changes in the gate rate at the County landfill. The method for calculating the annual adjustments can be viewed on the City's website at cityofbrea.net/recyclebrea.

HOW CAN I PARTICIPATE? WHAT IS A MAJORITY PROTEST?

At the public hearing, the City Council will hear and consider all objections or protests to the proposed adjustments to the solid waste and recycling service rates. Any property owner of record whose parcel receives solid waste and recycling services from Republic and any property tenant that is directly responsible for payment of solid waste and recycling service rates (each, a "rate payer") may submit a written protest against the proposed adjustments to the solid waste and recycling service rates. Written protests may be personally delivered to the City Clerk during the public hearing. Written protests may also be mailed to the City of Brea, Attention: City Clerk, 1 Civic Center Circle, Brea, CA 92821 or delivered in-person to City Hall, 1 Civic Center Circle, Brea, CA 92821. Protests that are mailed or delivered to City Hall must be received by the City Clerk by 7:00 PM on February 4, 2025.

To be counted, a written protest must: (1) identify the parcel of property subject to the proposed adjustments to solid waste and recycling service rates, (2) identify the rate payer, and (3) include the signature of the rate payer. Emailed protests will not be counted in determining the existence of a majority protest. A majority protest will exist if, at the end of the public hearing, there are written protests submitted by a majority of the rate payers subject to the proposed adjustments to solid waste and recycling service rates. No more than one written protest per parcel of property will be counted in calculating a majority protest. The City Council cannot adopt the proposed adjustments to the solid waste and recycling service rates if a majority protest exists.

WHERE CAN I FIND MORE INFORMATION?

For more information regarding the State's SB 1383 unfunded mandate please visit CalRecycle's website at calrecycle.ca.gov/organics/slcp. You may also contact the Brea Public Works Department at (714) 990-7691 if you have questions about this notice or your solid waste and recycling service rates.



EXHIBIT A

CITY OF BREA PROPOSED SOLID WASTE & RECYCLING SERVICE RATES EFFECTIVE MARCH 1, 2025

(Rates may escalate on July 1, 2025; July 1, 2026; July 1, 2027; and July 1, 2028)

| SINGLE FAMILY RESIDENTIAL SERVICES* | Current Rate | ¹ City Utility Billing | ¹ Collection Component (85%) | ¹ Disposal Component (15%) | ¹ Proposed Adjusted Rate |
|--|--------------|--------------------------------------|--|--|--|
| *Residential premises with 4 or less dwelling units | | | | | |
| MONTHLY RESIDENTIAL RATE (Includes 3 carts: 1 Trash, 1 Recycle, 1 Organic Waste 1x/week PICK-UP) | \$27.80 | \$3.14 | \$25.03 | \$4.42 | \$32.59 |
| ADDITIONAL RESIDENTIAL | | | | | |
| TRASH CONTAINER | \$13.15 | | \$12.95 | \$2.28 | \$15.23 |
| ORGANIC WASTE CONTAINER | \$6.04 | | \$5.95 | \$1.05 | \$7.00 |
| RECYCLE CONTAINER | \$0.00 | | \$0.00 | \$0.00 | \$0.00 |
| MOBILE HOME RESIDENTIAL RATE | \$27.80 | \$3.14 | \$25.03 | \$4.42 | \$32.59 |
| TEMPORARY 3 YARD RES. BIN | \$105.89 | | \$104.26 | \$18.40 | \$122.66 |
| 3 DAYS (Del - Fill - PICK-UP & Disposal) | | | | | |
| RESIDENTIAL ROLL-OUT SERVICES (Service is for customers that want back door, garage, walk in service) | \$14.01 | | \$13.79 | \$2.43 | \$16.22 |
| RESIDENTIAL EXTRA DUMP - ALL 3 CONTAINERS | \$29.74 | | \$29.28 | \$5.17 | \$34.45 |
| RESIDENTIAL EXCHANGE OF ALL 3 CONTAINERS | \$45.98 | | \$45.27 | \$7.99 | \$53.26 |
| RESIDENTIAL CONTAINER REPLACEMENT - MISUSE (Each) | \$81.36 | | \$80.11 | \$14.14 | \$94.25 |
| RESIDENTIAL BULKY-ITEM COLLECTION | | | | | |
| Additional Pick-ups Over 3x Pick-up/Year | \$57.55 | | \$56.67 | \$10.00 | \$66.67 |
| Charge for Each Item Over 20 per Collection | \$8.22 | | \$8.09 | \$1.43 | \$9.52 |
| Additional Fee Required for Gas Recovery | \$78.12 | | \$76.92 | \$13.57 | \$90.49 |
| RESIDENTIAL KITCHEN PAIL FOR PURCHASE (unbranded) | New Rate | | | | \$12.15 |
| COMMERCIAL/MULTI-FAMILY/INDUSTRIAL BIN SERVICE | Current Rate | | ² Collection Component (85%) | ² Disposal Component (15%) | ² Proposed Adjusted Rate |
| (Absent a waiver, trash, recycle and organic waste service is required. Typical service includes 1 trash, 1 recycle, and 1 organic waste container) | | | | | |
| COMMERCIAL BARREL RATE (96 GALLON TRASH) | \$41.26 | | \$37.26 | \$6.58 | \$43.84 |
| MONTHLY COMMERCIAL TRASH BIN RATES | | | | | |
| 1.5 YARD TRASH BIN 1x/week PICK-UP | \$111.93 | | \$101.09 | \$17.84 | \$118.93 |
| 1.5 YARD TRASH BIN 2x/week PICK-UP | \$194.06 | | \$175.26 | \$30.93 | \$206.19 |
| 1.5 YARD TRASH BIN 3x/week PICK-UP | \$276.19 | | \$249.43 | \$44.02 | \$293.45 |
| 1.5 YARD TRASH BIN 4x/week PICK-UP | \$358.32 | | \$323.61 | \$57.11 | \$380.72 |
| 1.5 YARD TRASH BIN 5x/week PICK-UP | \$440.45 | | \$397.78 | \$70.20 | \$467.98 |
| 1.5 YARD MANURE BIN 1x/week PICK-UP | \$123.43 | | \$111.47 | \$19.67 | \$131.14 |
| 1.5 YARD MANURE BIN 2x/week PICK-UP | \$217.06 | | \$196.03 | \$34.59 | \$230.62 |
| 1.5 YARD MANURE BIN 3x/week PICK-UP | \$310.69 | | \$280.59 | \$49.52 | \$330.11 |
| 1.5 YARD MANURE BIN 4x/week PICK-UP | \$404.32 | | \$365.15 | \$64.44 | \$429.59 |
| 1.5 YARD MANURE BIN 5x/week PICK-UP | \$497.95 | | \$449.71 | \$79.36 | \$529.07 |
| 2 YARD TRASH BIN 1x/week PICK-UP | New Rate | | \$139.04 | \$24.54 | \$163.58 |
| 2 YARD TRASH BIN 2x/week PICK-UP | New Rate | | \$232.28 | \$40.99 | \$273.27 |
| 2 YARD TRASH BIN 3x/week PICK-UP | New Rate | | \$325.52 | \$57.44 | \$382.96 |
| 2 YARD TRASH BIN 4x/week PICK-UP | New Rate | | \$418.76 | \$73.90 | \$492.66 |
| 2 YARD TRASH BIN 5x/week PICK-UP | New Rate | | \$512.00 | \$90.35 | \$602.35 |
| 3 YARD TRASH BIN 1x/week PICK-UP | \$181.12 | | \$163.57 | \$28.87 | \$192.44 |
| 3 YARD TRASH BIN 2x/week PICK-UP | \$302.58 | | \$273.27 | \$48.22 | \$321.49 |
| 3 YARD TRASH BIN 3x/week PICK-UP | \$424.04 | | \$382.96 | \$67.58 | \$450.54 |
| 3 YARD TRASH BIN 4x/week PICK-UP | \$545.50 | | \$492.65 | \$86.94 | \$579.59 |
| 3 YARD TRASH BIN 5x/week PICK-UP | \$666.96 | | \$602.35 | \$106.30 | \$708.65 |
| 3 YARD MANURE BIN 1x/week PICK-UP | \$195.79 | | \$176.82 | \$31.20 | \$208.02 |
| 3 YARD MANURE BIN 2x/week PICK-UP | \$331.92 | | \$299.77 | \$52.90 | \$352.67 |
| 3 YARD MANURE BIN 3x/week PICK-UP | \$468.05 | | \$422.71 | \$74.60 | \$497.31 |
| 3 YARD MANURE BIN 4x/week PICK-UP | \$604.18 | | \$545.65 | \$96.29 | \$641.94 |
| 3 YARD MANURE BIN 5x/week PICK-UP | \$740.31 | | \$668.59 | \$117.99 | \$786.58 |
| 3 YARD TEMP CONSTRUCTION BIN 1x/week PICK-UP | \$232.94 | | \$210.37 | \$37.12 | \$247.49 |
| 3 YARD TEMP CONSTRUCTION BIN 2x/week PICK-UP | \$360.11 | | \$325.22 | \$57.39 | \$382.61 |
| 3 YARD TEMP CONSTRUCTION BIN 3x/week PICK-UP | \$487.28 | | \$440.07 | \$77.66 | \$517.73 |
| 3 YARD TEMP CONSTRUCTION BIN 4x/week PICK-UP | \$614.45 | | \$554.93 | \$97.93 | \$652.86 |
| 3 YARD TEMP CONSTRUCTION BIN 5x/week PICK-UP | \$741.62 | | \$669.78 | \$118.20 | \$787.98 |
| 3 YARD COMPACTED BIN 1x/week PICK-UP | \$266.27 | | \$240.48 | \$42.44 | \$282.92 |
| 3 YARD COMPACTED BIN 2x/week PICK-UP | \$481.71 | | \$435.04 | \$76.77 | \$511.81 |
| 3 YARD COMPACTED BIN 3x/week PICK-UP | \$697.15 | | \$629.61 | \$111.11 | \$740.72 |
| 3 YARD COMPACTED BIN 4x/week PICK-UP | \$912.59 | | \$824.18 | \$145.44 | \$969.62 |
| 3 YARD COMPACTED BIN 5x/week PICK-UP | \$1,128.03 | | \$1,018.75 | \$179.78 | \$1,198.53 |
| 4 YARD TRASH BIN 1x/week PICK-UP | New Rate | | \$188.11 | \$33.20 | \$221.31 |
| 4 YARD TRASH BIN 2x/week PICK-UP | New Rate | | \$314.26 | \$55.46 | \$369.72 |
| 4 YARD TRASH BIN 3x/week PICK-UP | New Rate | | \$440.41 | \$77.72 | \$518.13 |
| 4 YARD TRASH BIN 4x/week PICK-UP | New Rate | | \$566.55 | \$99.98 | \$666.53 |
| 4 YARD TRASH BIN 5x/week PICK-UP | New Rate | | \$692.70 | \$122.24 | \$814.94 |
| 6 YARD TRASH BIN 1x/week PICK-UP | New Rate | | \$327.15 | \$57.73 | \$384.88 |
| 6 YARD TRASH BIN 2x/week PICK-UP | New Rate | | \$546.54 | \$96.45 | \$642.99 |
| 6 YARD TRASH BIN 3x/week PICK-UP | New Rate | | \$765.92 | \$135.16 | \$901.08 |

¹ City Utility Billing, Collection Component and Disposal Component make up the Proposed Adjusted Rate for Single Family Residential.² Collection Component and Disposal Component make up the Proposed Adjusted Rate for Commercial/Multi-Family/Industrial.

EXHIBIT A

ATTACHMENT A

CITY OF BREA PROPOSED SOLID WASTE & RECYCLING SERVICE RATES EFFECTIVE MARCH 1, 2025

(Rates may escalate on July 1, 2025; July 1, 2026; July 1, 2027; and July 1, 2028)

| | | | | |
|---|---------------------|---|---|---|
| 6 YARD TRASH BIN 4x/week PICK-UP | New Rate | \$985.31 | \$173.88 | \$1,159.19 |
| 6 YARD TRASH BIN 5x/week PICK-UP | New Rate | \$1,204.70 | \$212.59 | \$1,417.29 |
| 8 YARD TRASH BIN 1x/week PICK-UP | New Rate | \$376.22 | \$66.39 | \$442.61 |
| 8 YARD TRASH BIN 2x/week PICK-UP | New Rate | \$628.52 | \$110.91 | \$739.43 |
| 8 YARD TRASH BIN 3x/week PICK-UP | New Rate | \$880.81 | \$155.44 | \$1,036.25 |
| 8 YARD TRASH BIN 4x/week PICK-UP | New Rate | \$1,133.11 | \$199.96 | \$1,333.07 |
| 8 YARD TRASH BIN 5x/week PICK-UP | New Rate | \$1,385.40 | \$244.48 | \$1,629.88 |
| COMMERCIAL/MULTI-FAMILY/INDUSTRIAL RECYCLE RATES | Current Rate | ²Collection Component (85%) | ²Disposal Component (15%) | ²Proposed Adjusted Rate |
| 65 GALLON RECYCLE CART 1x/week PICK-UP | New Rate | \$51.00 | \$9.00 | \$60.00 |
| 96 GALLON RECYCLE CART 1x/week PICK-UP | New Rate | \$51.00 | \$9.00 | \$60.00 |
| 2 YARD RECYCLE BIN 1x/week PICK-UP | New Rate | \$95.14 | \$16.79 | \$111.93 |
| Additional per trip PICK-UP | New Rate | \$95.14 | \$16.79 | \$111.93 |
| 3 YARD RECYCLE BIN 1x/week PICK-UP | \$152.81 | \$136.38 | \$24.07 | \$160.45 |
| Additional per trip PICK-UP | \$152.81 | \$136.38 | \$24.07 | \$160.45 |
| 4 YARD RECYCLE BIN 1x/week PICK-UP | New Rate | \$159.89 | \$28.22 | \$188.11 |
| 3 YARD SPLIT BIN (no additional lock fee or installation) | New Rate | \$206.93 | \$36.52 | \$243.45 |
| COMMERCIAL RECYCLE BIN CONTAMINATION FEE per occurrence | New Rate | \$98.85 | \$17.44 | \$116.29 |
| COMMERCIAL RECYCLE CART CONTAMINATION FEE per occurrence | New Rate | \$49.44 | \$8.72 | \$58.16 |
| COMMERCIAL/MULTI-FAMILY/INDUSTRIAL ORGANIC WASTE RATES | Current Rate | ²Collection Component (85%) | ²Disposal Component (15%) | ²Proposed Adjusted Rate |
| 35 GALLON CART 1x/week PICK-UP | \$41.26 | \$35.07 | \$6.19 | \$41.26 |
| 35 GALLON CART 2x/week PICK-UP | \$82.52 | \$70.14 | \$12.38 | \$82.52 |
| 35 GALLON CART 3x/week PICK-UP | \$123.78 | \$105.21 | \$18.57 | \$123.78 |
| 65 GALLON CART 1x/week PICK-UP | \$65.19 | \$55.41 | \$9.78 | \$65.19 |
| 65 GALLON CART 2x/week PICK-UP | \$130.37 | \$110.81 | \$19.56 | \$130.37 |
| 65 GALLON CART 3x/week PICK-UP | \$195.56 | \$166.23 | \$29.33 | \$195.56 |
| 2 YARD BIN 1x/week PICK-UP | \$348.61 | \$296.32 | \$52.29 | \$348.61 |
| 2 YARD BIN 2x/week PICK-UP | \$697.21 | \$592.63 | \$104.58 | \$697.21 |
| 2 YARD BIN 3x/week PICK-UP | \$1,045.82 | \$888.95 | \$156.87 | \$1,045.82 |
| ORGANIC BIN NON-SCHEDULE ADDITIONAL PICK-UPS | New Rate | \$296.32 | \$52.29 | \$348.61 |
| ORGANIC CART NON-SCHEDULE ADDITIONAL PICK-UPS | New Rate | \$35.07 | \$6.19 | \$41.26 |
| ORGANIC BIN CONTAMINATION FEE per occurrence | \$116.29 | \$98.85 | \$17.44 | \$116.29 |
| ORGANIC CART CONTAMINATION FEE per occurrence | \$58.16 | \$49.44 | \$8.72 | \$58.16 |
| COMMERCIAL/MULTI-FAMILY/INDUSTRIAL SPECIAL SERVICES | Current Rate | ²Collection Component (85%) | ²Disposal Component (15%) | ²Proposed Adjusted Rate |
| Pull out service (applicable when container must be moved more than 25ft) | \$71.94 | \$64.97 | \$11.47 | \$76.44 |
| Lock latch (For any bin with lockbar other than split bins) | \$2.71 | \$2.45 | \$0.43 | \$2.88 |
| Redeliver bin (due to non-payment) | \$101.78 | \$91.92 | \$16.22 | \$108.14 |
| Lock latch bin one-time installation fee (For all lock latch except split bins) | \$120.81 | \$109.10 | \$19.25 | \$128.35 |
| NON-SCHEDULE ADDITIONAL PICK-UPS | | | | |
| 1st BIN PICK-UP (1.5 & 3 YARD BINS) | \$84.79 | \$76.58 | \$13.51 | \$90.09 |
| BIN OVERAGE "OVER THE TOP" - Each Occurrence | \$47.31 | \$55.25 | \$9.75 | \$65.00 |
| COMMERCIAL CONTAINER STEAM CLEANING (container exchanged) | \$135.14 | \$122.05 | \$21.54 | \$143.59 |
| COMMERCIAL BULKY-ITEM COLLECTION | | | | |
| Bulky item pickups (no limit); max 20 items per collection | \$61.06 | \$55.14 | \$9.73 | \$64.87 |
| Charge for Each Item Over 20 per collection | \$8.12 | \$7.33 | \$1.29 | \$8.62 |
| Additional Fee Required for Gas Recovery | \$78.12 | \$70.55 | \$12.45 | \$83.00 |
| INDUSTRIAL SPECIAL SERVICES | Current Rate | ²Collection Component (85%) | ²Disposal Component (15%) | ²Proposed Adjusted Rate |
| PERMANENT 30 YARD ROLL-OFF - Min. 4 PICK-UPS per/Month | \$2,646.69 | \$2,390.29 | \$421.82 | \$2,812.11 |
| ADDITIONAL PICK-UP - PERM 30 YARD ROLL-OFF | \$661.67 | \$597.57 | \$105.45 | \$703.02 |
| PERMANENT 15 YARD DEMO BOX - Min. 4 PICK-UPS per/Month | \$2,819.48 | \$2,546.34 | \$449.35 | \$2,995.69 |
| ADDITIONAL PICK-UP - PERM 15 YARD DEMO | \$704.87 | \$636.59 | \$112.34 | \$748.93 |
| PERMANENT 40 YARD PACKER - Each PICK-UP | \$825.04 | \$745.11 | \$131.49 | \$876.60 |
| TEMPORARY 30 YARD ROLL-OFF BOX | \$663.40 | \$599.13 | \$105.73 | \$704.86 |
| TEMPORARY 30 YARD ROLL-OFF BOX - Yardwaste | \$625.25 | \$564.68 | \$99.65 | \$664.33 |
| TEMPORARY 15 YARD DEMO BOX | \$766.18 | \$691.96 | \$122.11 | \$814.07 |
| THREE DAYS - 1 EMPTY | | | | |
| CONTAINER MONTHLY RENTALS | | | | |
| THREE (3) YARD BIN | \$67.58 | \$61.03 | \$10.77 | \$71.80 |
| TILT HOPPER | \$52.72 | \$47.61 | \$8.40 | \$56.01 |
| STORAGE CONTAINER | \$106.76 | \$96.42 | \$17.01 | \$113.43 |
| PACKER UNIT - "TURN-A-ROUND" REQUIRED | \$13.76 | \$12.43 | \$2.19 | \$14.62 |
| (Surcharge per Pull) | | | | |
| SATURDAY SERVICE - PER LOAD | \$40.74 | \$36.79 | \$6.49 | \$43.28 |
| BREA OLINDA SCHOOL DISTRICT | Current Rate | ²Collection Component (85%) | ²Disposal Component (15%) | ²Proposed Adjusted Rate |
| MONTHLY COMMERCIAL RATES | | | | |
| 3 YARD BIN 1x/week PICK-UP | \$117.46 | \$106.08 | \$18.72 | \$124.80 |
| 3 YARD BIN - ADDITIONAL PICK-UP | \$85.56 | \$77.27 | \$13.64 | \$90.91 |

¹ City Utility Billing, Collection Component and Disposal Component make up the Proposed Adjusted Rate for Single Family Residential.² Collection Component and Disposal Component make up the Proposed Adjusted Rate for Commercial/Multi-Family/Industrial.FULL LIST OF PROPOSED RATES AVAILABLE ON CITY WEBSITE: www.cityofbrea.net/recyclebrea



8140 North Mopac Expressway
Suite 1-240
Austin, TX 78759
Phone: (512) 806-7713

Final Memorandum

To: Michael Ho, Public Works Director – City of Brea
From: Dave Yanke, President, NewGen Strategies and Solutions, LLC
 Savanna Page, Senior Consultant, NewGen Strategies and Solutions, LLC
Date: October 2, 2024
Re: Solid Waste Cost of Service Study and Proposed Rate Increase for FY 2024 – 2025

Introduction

NewGen Strategies and Solutions, LLC (NewGen) was retained by the City of Brea (City) to conduct a solid waste cost of service study to assess the financial integrity of the City's residential solid waste collection service, while ensuring that the City's cost of organics diversion collection services, provided by Republic Services (a.k.a. Brea Disposal) in compliance with SB 1383 regulations, were fully incorporated into NewGen's cost analysis. In developing this analysis, the Project Team assessed and forecasted the cost of service by analyzing historical data, the current budget, and Republic's estimated cost proposal to design rates for the City of Brea for Fiscal Year (FY) 2024-2025.

Test Year

In developing the Test Year revenue requirement for the City, NewGen used the FY 2024 – 2025 adopted budget as the basis for the Test Year. NewGen compared the FY 2024 – 2025 budget to historical budgets for FY 2023 – 2024, FY 2022 – 2023, and FY 2021 – 2022. Through this comparison and with input from City staff, NewGen made the following adjustments to ensure that the Test Year would reflect residential collection expenses that occur on a regular basis:

- 15% of all salary related expenses were deducted from the Test Year to remove the portion of expense used to fund commercial solid waste collection.
- \$487,740 of additional costs were added to the Test Year to cover the City's additional expense associated with Republic Services providing organics diversion collection services.

Table 1 shows the projected revenue requirement for FY 2024 – 2025.

Table 1
Residential Solid Waste Revenue Requirement

| | FY 2024 – 2025 |
|---|-----------------------|
| Solid Waste Budget (Less Commercial Costs) | \$ 4,017,186 |
| Additional Organics Diversion Collection Cost | 487,740 |
| Total Solid Waste Revenue Requirement | \$ 4,504,926 |

Final Memorandum

Page 2

Revenue Recovery from Current Rates

Table 2 shows the forecasted revenue recovery from the City's current monthly service rate of \$27.80. Under current rates, residential collection service is projected to under-recover the revenue requirement by approximately \$647,000 in FY 2024 – 2025. The under-recovery of revenue from current rates is detailed on lines 1 – 19 of Schedule 2.

Table 2
Revenue Recovery from Current Rates

| | FY 2024 – 2025 |
|---|-----------------------|
| Revenue from Current Rates | |
| Standard Cart Service Revenue | \$ 3,756,002 |
| Additional Cart Revenue | 101,939 |
| Total Annual Solid Waste Revenue | \$ 3,857,941 |
| Total Annual Solid Waste Revenue | \$ 3,857,941 |
| Solid Waste Revenue Requirement | 4,504,926 |
| Over/(Under) Recovery at Current Rates | \$ (646,985) |

Proposed Rates

Table 3 shows the proposed rate increase required to fully recover the City's residential revenue requirement for FY 2024 – 2025. In order to recover the \$646,985 revenue shortfall, the City needs to increase the monthly rate by \$4.79 for a total rate of \$32.59 per month. Of the \$4.79 increase, approximately 75% is related to the additional organics diversion collection cost (e.g. SB 1383), while the other 25% is needed to recover the City's normal increase in budgeted residential solid waste expenses. See Schedule 2 for more detail.

Table 3
Proposed Rates

| | FY 2024 – 2025 |
|--|-----------------------|
| Over/(Under) Recovery at Current Rates | \$ (646,985) |
| Monthly Residential Customers | 11,259 |
| Rate Increase needed to Recover Revenue Requirement¹ | \$ 4.79 |

1. Rate increase needed to recover Revenue Requirement= \$646,985 / 11,259 customers / 12 months = \$4.79.

Recommendations

This analysis confirms that the City's residential collection service is under-recovering the required revenue requirement for FY 2024 – 2025. In addition to the \$3.61 monthly rate increase proposed by Republic Services to provide organics diversion collection services, NewGen also recommends a \$1.18

Final Memorandum

Page 3

monthly rate increase to fully recover operational costs for FY 2024 – 2025. These adjustments bring the proposed monthly residential rate adjustment to \$4.79, resulting in a monthly bill of \$32.59 per month.

NewGen would note that in working with our municipal clients throughout the United States, we are observing cost based residential rates that are now in the \$30 to \$35 per month range, with some exceeding \$40 per month. Therefore, NewGen does not find this rate increase unreasonable given that Republic Services is offering an additional service to the City.

ATTACHMENT B

Schedule 1

| City of Brea Solid Waste Cost of Service Residential Solid Waste Budget | | | | | | | | | | | | |
|---|--|---------------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|-------------|-----------|-----------|-----------|
| Line No. | Item No. | Description | FY 2020-2021 Actual | FY 2021-2022 Budget | FY 2021-2022 Actual | FY 2022-2023 Budget | FY 2023-2024 Budget | FY 2024-2025 Budget | Adjustments | Test Year | Notes | |
| 1 | Expenses | | | | | | | | | | | |
| 2 | 4098 | APPROPRIATION (NON-SPEC) | \$ - | \$ - | \$ 4,332 | \$ - | \$ - | \$ - | \$ - | \$ - | | |
| 3 | 4111 | FULL TIME | 71,923 | 94,816 | 94,415 | 175,151 | 132,979 | 140,732 | (21,110) | 119,622 | A | |
| 4 | 4112 | PART-TIME & SEASONAL | 62,576 | 64,169 | 66,458 | 68,604 | 67,346 | 71,193 | (10,679) | 60,514 | A | |
| 5 | 4113 | OVERTIME | 1 | 121 | 8,263 | 188 | 188 | 192 | (29) | 163 | A | |
| 6 | 41230045 | VACATION PAYOFF | - | - | 4,537 | - | 1,512 | 1,512 | (227) | 1,285 | A | |
| 7 | 41230048 | VACATION BUYDOWN | 1,441 | 1213 | 150.7 | 1,200 | 716 | 716 | (107) | 609 | A | |
| 8 | 41230064 | COMP TERMINATION PAYOFF | - | - | 56 | - | - | - | - | - | A | |
| 9 | 41230137 | HOLIDAY BANKS PAID | - | - | 59 | - | - | - | - | - | A | |
| 10 | 41230140 | PERFORMANCE AWARD | - | 1,334 | - | 1,100 | 600 | 600 | (90) | 510 | A | |
| 11 | 41230190 | UNIFORM ALLOWANCE | - | 13 | - | 13 | 13 | - | - | - | A | |
| 12 | 41230192 | WORK SHOE REIMBURSEMENT | 17 | - | 13 | - | - | - | - | - | A | |
| 13 | 41230196 | FITNESS/WEELLNESS PROGRAM | 238 | 506 | 193 | 956 | 731 | 765 | (115) | 650 | A | |
| 14 | 4131 | RETIREMENT PERS | 25,942 | 32,120 | 34,105 | 57,989 | 44,265 | 50,843 | (7,626) | 43,217 | A | |
| 15 | 4131A | PERS COST SHARING | (128) | - | (268) | - | - | - | - | - | A | |
| 16 | 4134 | WORKERS' COMPENSATION | 8,371 | 10,700 | 10,829 | 16,502 | 9,234 | 10,020 | (1,503) | 8,517 | A | |
| 17 | 4141 | MEDICARE | 1,964 | 2,500 | 2,601 | 3,918 | 3,105 | 3,280 | (492) | 2,788 | A | |
| 18 | 4151 | FLEXIBLE BENEFITS | 8,658 | 13,166 | 11,192 | 25,856 | 13,481 | 13,217 | (1,983) | 11,234 | A | |
| 19 | 4152 | TUITION REIMBURSEMENT | - | - | - | 413 | 413 | 421 | (63) | 358 | A | |
| 20 | 4153 | AUTOMOBILE ALLOWANCE | 1,218 | 1,200 | 1,203 | 1,200 | 1,200 | 1,200 | (180) | 1,020 | A | |
| 21 | 4173 | UNPAID COMPENSATED ABSENC | 1,029 | - | (6,428) | - | 400 | - | - | - | | |
| 22 | 4212 | TELEPHONE & FAXES | 623 | - | 581 | - | - | - | - | - | | |
| 23 | 4231 | ADVERTISING | 501 | - | 543 | - | - | - | - | - | | |
| 24 | 4232 | SUBSCRIPTIONS | 130 | - | - | - | - | - | - | - | | |
| 25 | 4244 | LEGAL | 6,242 | - | 16,321 | - | - | - | - | - | | |
| 26 | 4249 | PROFESSIONAL SVC-OTHER | 26,424 | 50,000 | 31,671 | 65,000 | 65,000 | 66,300 | - | 66,300 | | |
| 27 | 4267 | CONTR SVC-TRASH COLLECT | 1,998,678 | 2,034,200 | 2,041,606 | 2,034,200 | 2,469,000 | 2,543,000 | - | 2,543,000 | | |
| 28 | 4268 | CONTR SVC-TRASH DISPOSAL | 875,144 | 936,230 | 754,581 | 869,657 | 871,214 | 897,310 | - | 897,310 | | |
| 29 | 4271 | MILEAGE REIMBT - AUTO | - | - | - | - | - | - | - | - | | |
| 30 | 4279 | TRAVEL & MEETING EXPENSE | - | - | - | - | 3,100 | 1,950 | - | 1,950 | | |
| 31 | 4311 | FOOD & CLOTHING | - | - | 101 | - | - | - | - | - | | |
| 32 | 4327 | MINOR TOOLS & EQUIPMENT | - | - | 97 | - | - | - | - | - | | |
| 33 | 4329 | OFFICE SUPPLIES-OTHER | - | - | 1,354 | - | - | - | - | - | | |
| 34 | 4332 | JANITORIAL SUPPLIES | - | - | - | - | 11,000 | - | - | - | | |
| 35 | 4334 | ROCK ASPHALT SAND ETC | - | - | - | 15,000 | 900 | 13,350 | - | 13,350 | | |
| 36 | 4432 | UNCOLLECTIBLE ACCOUNTS | 5,963 | 3,000 | 2,097 | 3,000 | 3,000 | 3,060 | - | 3,060 | | |
| 37 | 4441 | MISCELLANEOUS EXPENSE | - | - | - | - | - | - | - | - | | |
| 38 | 5819 | VEHICLES - OTHER | - | - | - | - | 153,625 | 153,625 | - | 153,625 | | |
| 39 | 5822 | TECHNOLOGY CHARGES | 9,530 | 11,789 | 11,789 | 12,277 | 11,627 | 11,627 | - | 11,627 | | |
| 40 | 5826 | RETIREE BENEFIT CHARGES | 2,394 | 3,220 | 3,220 | 3,376 | 4,088 | 4,169 | - | 4,169 | | |
| 41 | 5827 | GENERAL LIABILITY CHG | 5,202 | 7,547 | 7,547 | 8,932 | 8,505 | 8,788 | - | 8,788 | | |
| 42 | 5828 | INDIRECT OVERHD-CITYWIDE | 39,700 | 48,800 | 48,800 | 51,790 | 61,940 | 63,520 | - | 63,520 | | |
| 43 | Additional Organic Recycling Hauling Fee | | | | | | | | | 487,740 | \$ | 487,740 B |
| 45 | TOTAL EXPENSES | | \$ 3,153,782 | \$ 3,316,644 | \$ 3,152,018 | \$ 3,416,322 | \$ 3,939,182 | \$ 4,061,390 | \$ 443,536 | \$ | 4,504,926 | |
| 47 | Revenues | | | | | | | | | | | |
| 48 | 3621 | REFUSE COLLECTION | \$ 2,923,934 | \$ 3,092,375 | \$ 3,053,833 | \$ 2,989,637 | \$ 3,643,000 | \$ 3,760,000 | | \$ | 3,760,000 | |
| 49 | TOTAL REVENUES | | \$ 2,923,934 | \$ 3,092,375 | \$ 3,053,833 | \$ 2,989,637 | \$ 3,643,000 | \$ 3,760,000 | \$ - | \$ | 3,760,000 | |
| 50 | | | | | | | | | | | | |
| 51 | Over/Under Recovery | | \$ (229,848) | \$ (224,269) | \$ (98,185) | \$ (426,685) | \$ (296,182) | \$ (301,390) | | \$ | (744,926) | |

Notes:

- A Adjustments were made to remove the portion of expense that is used to fund commercial solid waste collection, which according to City staff is 15% of salary expenses.
- B Additional organic recycling hauling cost per Republic cost proposal 8.14.24 set at \$3.61 per household per month.
\$3.61 x 11,259 customers x 12 months = \$487,740

ATTACHMENT B

Schedule 2

| City of Brea Solid Waste Cost of Service Contracted Rates | | | | | | |
|---|--|--------------|--------------|--------------|--------------|-------|
| Line No. | | FY 2021-2022 | FY 2022-2023 | FY 2023-2024 | FY 2024-2025 | Notes |
| 1 | Monthly Billed Rate | | | | | |
| 2 | Net to Hauler | \$ 14.75 | \$ 15.95 | \$ 16.76 | \$ 16.68 | A |
| 3 | Tonnage Fees | 6.57 | 6.19 | 6.14 | 7.16 | A |
| 4 | Less Recycling Credit | (0.25) | (0.33) | (0.29) | (0.29) | A |
| 5 | Franchise Fee | 2.04 | 2.12 | 2.20 | 2.29 | A |
| 6 | Public Works/Utility Billing | 1.27 | 1.35 | 1.65 | 1.96 | A |
| 7 | Total | \$ 24.38 | \$ 25.28 | \$ 26.46 | \$ 27.80 | A |
| 8 | Additional Fees | | | | | |
| 9 | Additional Trash Cart (\$/month) | \$ 11.74 | \$ 12.24 | \$ 12.54 | \$ 13.15 | A |
| 10 | Cost of Service | | | | | |
| 11 | FY 2024 - 2025 | | | | \$ 4,504,926 | B |
| 12 | Customer Count | | | | | |
| 13 | Residential Customers | 11,219 | 11,276 | 11,234 | 11,259 | C |
| 14 | Number of Households with add'l cart | 523 | 555 | 561 | 646 | C |
| 15 | Revenue from Rates | | | | | |
| 16 | Est. Solid Waste Revenue (Standard Service) | | | | \$ 3,756,002 | D |
| 17 | Est. Additional Cart Revenue | | | | 101,939 | E |
| 18 | Total (Annual) | | | | \$ 3,857,941 | |
| 19 | Over / Under | | | | \$ (646,985) | F |
| 20 | Increase per Month to recover Additional Organic Recycling Hauling | | | | \$ 3.61 | I |
| 21 | Increase per Month required in Addition to Republic Increase | | | | 1.18 | J |
| 22 | Increase per Month to Recover Cost of Service | | | | \$ 4.79 | G |
| 23 | Monthly Rate to Recover the Cost of Service | | | | \$ 32.59 | H |

Notes:

- A Rate components as itemized in City's Finance Committee Memorandums dated May 12, 2020, May 11, 2021, May 9, 2023, and May 2024 which were provided as part of the data request.
- B The cost of service calculated per NewGen based on the FY 2024 - 2025 Budget and adjustments, as noted in Schedule 1.
- C Per Republic memo 8.14.
- D Calculated by multiplying the Number of Residential Customers (Line 13) by the monthly fee (Line 7) for a year (12 months):
11,259 X \$27.80 X 12 = \$3,756,002
- E Calculated by multiplying the Number of Households with an Additional Trash Cart (Line 14) by the monthly fee (Line 9) for a year (12 months):
646 X \$13.15 X 12 = \$101,939
- F The Variance between the FY 2024 - 2025 Cost of Service (Line 11) and the Estimated Revenue Generated from Rates (Line 18):
\$3,857,941 - \$4,504,926 = - \$646,985.
- G Calculated by dividing the Variance (Line 19) by the number of Residential Customers (Line 13) divided by 12 months.
\$646,985 / 11,259 customers / 12 months = \$4.79
- H The required rate of \$32.59 per month is calculated by adding the amount needed to increase the billed rate per month to recover the total Cost of Service (Line 22) to the current Monthly Billed Rate (Line 7).
Monthly Rate to Recover the Cost of Service = \$27.80 + \$4.79 = \$32.59
- I From Republic Memo 8.14. Increase includes Franchise Fee.
- J The remaining shortfall required to be recovered for FY 2024 - 2025 after including a \$3.61 per month increase

Combined Resolution- approving agreement and rates

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE BREA CITY COUNCIL APPROVING ADJUSTMENTS TO THE SOLID WASTE AND RECYCLING SERVICE RATES; APPROVING A SECOND AMENDED AND RESTATED FRANCHISE AGREEMENT WITH REPUBLIC WASTE SERVICES OF SOUTHERN CALIFORNIA, LLC; MAKING A DETERMINATION OF EXEMPTION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT; AND TAKING RELATED ACTIONS

A. RECITALS:

(i) By enactment of the California Integrated Waste Management Act of 1989 (Public Resources Code Section 40000 et seq.), the Legislature has declared that it is in the public interest to require local agencies to make adequate provision for solid waste handling within their respective jurisdictions to meet the statute's objectives.

(ii) Pursuant to Public Resources Code Sections 40059 and 49300, and pursuant to Brea City Code Sections 8.28.030 and 8.28.070, the City is authorized to grant a qualified solid waste enterprise an exclusive franchise for the collection, transportation, recycling, composting and disposal of solid waste ("Solid Waste Services").

(iii) The City and Republic Waste Services of Southern California, LLC ("Brea Disposal") (successor to Taormina Industries, LLC) are parties to a September 3, 2002 Restated and Amended Agreement for the Collection, Transportation, Recycling, Composting and Disposal of Solid Waste, Recyclable and Compostable Materials ("2002 Franchise Agreement").

(iv) The City and Brea Disposal have supplemented the 2002 Franchise Agreement by executing a November 19, 2019 Commercial Organics Recycling Program Agreement ("2019 CORP Agreement"), and have amended the 2002 Franchise Agreement by executing a January 21, 2020 Amendment No. 1 to Restated and Amended Agreement for the Collection, Transportation, Recycling, Composting and Disposal of Solid Waste, Recyclable and Compostable Materials ("2020 Amendment").

(v) The 2002 Franchise Agreement, as amended by the 2020 Amendment, is referred to herein as the "Current Agreement."

(vi) Senate Bill 1383 (2016) and implementing California Department of Resources Recycling and Recovery ("CalRecycle") regulations (collectively, "SB 1383") require jurisdictions to provide organic waste collection services to all solid waste generators, and, in connection therewith, meet processing facility requirements, conduct contamination monitoring, provide education, maintain records, submit reports, monitor compliance, conduct enforcement, and fulfill other mandates.

(vii) Brea Disposal represents and warrants to the City that it has the experience, responsibility, and qualifications to perform services required by SB 1383.

(viii) The City and Brea Disposal have negotiated in good faith a Second Amended and Restated Franchise Agreement (“2025 Franchise Agreement”), a copy of which is attached to the staff report for this item and on file in the office of the City Clerk, that amends and restates the Current Agreement, incorporates provisions of the 2019 CORP Agreement, and memorializes the rights and obligations of the City and Brea Disposal in a single document that facilitates implementation of new programs mandated by SB 1383.

(ix) Implementing the new programs mandated by SB 1383 will result in additional costs being incurred by Brea Disposal, and Brea Disposal has requested the City Council to approve adjustments to the solid waste and recycling service rates for all Brea solid waste customers.

(x) In accordance with the requirements of Section 6 of Article XIII D of the California Constitution (also known as Proposition 218) and the Proposition 218 Omnibus Implementation Act (Government Code Section 53750 et seq.), the City identified the parcels which receive Solid Waste Services (the “Identified Parcels”), calculated the proposed adjustments to the solid waste and recycling service rates for the Identified Parcels (the “Proposed Rate Adjustments”), and provided written notice by mail of the time and place of a public hearing by the City Council on the Proposed Rate Adjustments to the record owner of each Identified Parcel and any tenant directly responsible for the payment of the solid waste and recycling service rates.

(xi) The City Council held a public hearing on the Proposed Rate Adjustments on February 4, 2025, and, prior to the conclusion of the public hearing, any owner of an Identified Parcel and any tenant directly responsible for the payment of the solid waste and recycling service rates was allowed to submit a written protest against the Proposed Rate Adjustments, provided that only one written protest per parcel, filed by an owner of the parcel or a tenant, shall be counted in calculating whether there is a majority protest against the Proposed Rate Adjustments.

(xii) At the public hearing, the City Council considered all oral testimony, written materials, and written protests concerning the Proposed Rate Adjustments, and at the close of the public hearing, the City Council determined that there were not written protests against the Proposed Rate Adjustments submitted (and not withdrawn) representing a majority of the Identified Parcels, and, therefore, there was not a majority protest filed against the Proposed Rate Adjustments.

(xiii) In order to protect the public health, safety, and well-being, the City Council now desires to approve the 2025 Franchise Agreement and the Proposed Rate Adjustments.

(xiv) Health and Safety Code Section 5471 authorizes the City Council, by a two-thirds vote of its members, to approve the Proposed Rate Adjustments by resolution.

(xv) The solid waste and recycling service rates, as adjusted by the Proposed Rate Adjustments (the “Initial Maximum Rates”), are set forth in Exhibit D to the 2025 Franchise Agreement and Exhibit A to this Resolution.

Resolution No. 2025-_____

Page 3

B. RESOLUTION:

NOW, THEREFORE, it is found, determined and resolved by the Brea City Council as follows:

1. The facts set forth in the Recitals are true and correct.
2. The City Council finds and determines that approval of the 2025 Franchise Agreement and the Proposed Rate Adjustments is exempt from California Environmental Quality Act ("CEQA") review pursuant to statutory and categorical exemptions including those set forth at California Code of Regulations Title 14, Sections 15061(b)(3), 15273(a), 15301, and 15308. Development and implementation of the amended organic waste collection services pursuant to the 2025 Agreement is a requirement of SB 1383 and CalRecycle, and is exempt from CEQA because it is an action pursuant to a regulatory requirement to assure the protection of the environment and involves procedures for protection of the environment. Furthermore, the amended organic waste collection services apply to the City's existing volume of generated solid waste where there is no expansion of use. The Proposed Rate Adjustments are necessary to meet operating expenses of the organic waste collection program. These approvals additionally are exempt pursuant to the general rule that CEQA applies only to projects that have the potential to cause a significant effect on the environment.
3. The City Council finds that the public health, safety, and well-being require Solid Waste Services to be provided pursuant to an exclusive franchise agreement. The proposed 2025 Franchise Agreement with Brea Disposal, in substantially the form attached to the staff report for this item and on file in the office of the City Clerk, is approved. The Mayor is authorized to and shall execute the 2025 Franchise Agreement subject to any clerical or otherwise nonsubstantive revisions deemed necessary or appropriate by the City Attorney.
4. The City Council approves the Initial Maximum Rates, which are for the rate period ending June 30, 2025. The Initial Maximum Rates may be adjusted for inflation in accordance with the methodology and formulas set forth in the 2025 Franchise Agreement on July 1, 2025, July 1, 2026, July 1, 2027, and July 1, 2028, without the City holding additional public hearings pursuant to Proposition 218, provided that the City will provide, or cause to be provided, written notice each year to the record owners of parcels receiving Solid Waste Services and tenants who are directly responsible for paying the fee for Solid Waste Services at least 30 days in advance of each annual inflationary increase taking effect.
5. The City Manager is authorized to do all things necessary and proper to implement this resolution.
6. The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the book of original resolutions.

PASSED AND ADOPTED this ____ day of _____, 2025.

ATTACHMENT C

Resolution No. 2025-_____

Page 4

Blair Stewart, Mayor

ATTEST:

Lillian Harris-Neal, City Clerk

Attachment: Exhibit A (Initial Maximum Rates)

ATTACHMENT D

SECOND AMENDED AND RESTATED FRANCHISE AGREEMENT

BETWEEN

CITY OF BREA

AND

REPUBLIC WASTE SERVICES OF SOUTHERN CALIFORNIA, LLC

DBA BREA DISPOSAL

ATTACHMENT D

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TABLE OF CONTENTS

| | |
|--|-----------|
| ARTICLE 1. INTRODUCTORY MATTERS | 2 |
| 1.1 Definitions | 2 |
| 1.2 Exhibits | 2 |
| 1.3 Cross-References | 2 |
| 1.4 External References | 2 |
| 1.5 Rules of Construction | 2 |
| 1.6 City Manager Authority | 3 |
| ARTICLE 2. CONTRACT PERIOD | 3 |
| 2.1 Base Term | 3 |
| 2.2 Extension Option | 3 |
| 2.3 Conditions Precedent | 3 |
| ARTICLE 3. EXCLUSIVE FRANCHISE..... | 4 |
| 3.1 Grant and Acceptance of Franchise..... | 4 |
| 3.2 Limitations to Franchise..... | 4 |
| 3.3 Obligations of Parties | 6 |
| 3.4 Prior Contracts | 6 |
| 3.5 Mutual Determinations..... | 6 |
| ARTICLE 4. SCOPE OF AGREEMENT..... | 7 |
| 4.2 Flow Control Option..... | 7 |
| 4.3 Use of Approved and Designated Facilities | 9 |
| 4.4 Subcontracting | 9 |
| 4.5 Responsibility for Materials..... | 9 |
| 4.6 City-Directed Changes to Scope | 9 |
| ARTICLE 5. SCOPE OF SERVICES | 10 |
| 5.1 Recyclable and Organic Materials | 10 |
| 5.2 Solid Waste | 12 |
| 5.3 Miscellaneous Service Provisions | 12 |
| 5.4 Bulky Goods and Reusable Materials..... | 13 |
| 5.5 City Sponsored Events | 13 |
| 5.6 Public Education and Outreach | 14 |
| 5.7 Billing | 15 |
| 5.8 Customer Service Program | 18 |
| 5.9 Access to Customer Service and Billing Systems..... | 21 |
| 5.10 Service Exemptions..... | 21 |
| 5.11 Contamination Monitoring | 23 |
| 5.12 Route Audit..... | 26 |
| 5.13 Preparation of CalRecycle Electronic Annual Report (EAR)..... | 28 |
| ARTICLE 6. STANDARD OF PERFORMANCE | 28 |
| 6.1 General | 28 |
| 6.2 Operating Hours and Schedules..... | 28 |
| 6.3 Collection Standards | 30 |
| 6.4 Transfer and Processing Standards | 32 |
| 6.5 Collection Vehicle Requirements | 33 |

ATTACHMENT D

City of Brea

Second Amended/Restated Franchise Agreement

Table of Contents

| | | |
|---|--|-----------|
| 6.6 | Container Requirements..... | 35 |
| 6.7 | Personnel..... | 38 |
| 6.8 | Hazardous Waste Inspection and Handling | 40 |
| 6.9 | Contract Management..... | 41 |
| 6.10 | Minimum Diversion Requirements..... | 41 |
| 6.11 | Customer Participation Compliance Requirements..... | 42 |
| ARTICLE 7. RECORD KEEPING AND REPORTING..... | | 43 |
| 7.1 | Record Keeping..... | 43 |
| 7.2 | Report Submittal Requirements..... | 44 |
| 7.3 | System and Services Review | 44 |
| 7.4 | Biennial Audit | 45 |
| 7.5 | SB 1383 Record Keeping Software | 46 |
| ARTICLE 8. CONTRACTOR'S CONSIDERATION..... | | 46 |
| 8.1 | Franchise Fee | 46 |
| 8.2 | AB 939 Administrative Fees..... | 46 |
| 8.3 | Recyclable Materials Revenues | 47 |
| 8.4 | Edible Food Recovery Funding | 47 |
| 8.5 | Payment Schedule and Late Fees..... | 47 |
| 8.6 | Other Fees | 47 |
| ARTICLE 9. CONTRACTOR'S COMPENSATION AND RATE SETTING | | 47 |
| 9.1 | General | 47 |
| 9.2 | Initial Rates | 48 |
| 9.3 | Schedule of Future Adjustments..... | 48 |
| 9.4 | Method of Adjustments..... | 48 |
| 9.5 | Extraordinary Adjustments..... | 49 |
| 9.6 | Limitations on Rate Adjustments | 50 |
| ARTICLE 10. INDEMNITY, INSURANCE, AND PERFORMANCE BOND | | 50 |
| 10.1 | Indemnification | 50 |
| 10.2 | Insurance | 52 |
| 10.3 | Faithful Performance Bond or Irrevocable Letter of Credit..... | 54 |
| 10.4 | Performance Security Beyond Service Term..... | 54 |
| ARTICLE 11. CITY'S RIGHT TO PERFORM SERVICE..... | | 55 |
| 11.1 | General | 55 |
| 11.2 | Billing and Compensation to City During City's Possession | 55 |
| 11.3 | Disaster Preparedness Plan | 55 |
| ARTICLE 12. DEFAULT AND REMEDIES | | 56 |
| 12.1 | Events of Default..... | 56 |
| 12.2 | Contractor's Right to Cure; Right to Terminate Upon Event of Default | 57 |
| 12.3 | City's Remedies in the Event of Default..... | 58 |
| 12.4 | Possession of Records Upon Termination | 58 |
| 12.5 | City's Remedies Cumulative; Specific Performance | 58 |
| 12.6 | Performance Standards and Liquidated Damages | 59 |
| 12.7 | Excuse from Performance | 64 |
| 12.8 | Right to Demand Assurances of Performance | 66 |
| 12.9 | Dispute Resolution | 66 |

ATTACHMENT D

City of Brea

Second Amended/Restated Franchise Agreement

Table of Contents

| | |
|--|-----------|
| ARTICLE 13. REPRESENTATIONS AND WARRANTIES OF THE PARTIES | 66 |
| 13.1 Contractor's Status | 66 |
| 13.2 Contractor's Authorization | 67 |
| 13.3 Agreement Will Not Cause Breach | 67 |
| 13.4 No Litigation | 67 |
| 13.5 No Adverse Judicial Decisions | 67 |
| 13.6 No Legal Prohibition | 67 |
| 13.7 Contractor's Ability to Perform | 67 |
| ARTICLE 14. MISCELLANEOUS | 68 |
| 14.1 Relationship of Parties | 68 |
| 14.2 Compliance with Law | 68 |
| 14.3 Governing Law | 68 |
| 14.4 Jurisdiction | 68 |
| 14.5 Binding on Successors | 68 |
| 14.6 Assignment | 68 |
| 14.7 No Third-Party Beneficiaries | 70 |
| 14.8 Waiver | 70 |
| 14.9 Affiliated Companies | 70 |
| 14.10 Transition to Next Contractor | 70 |
| 14.11 Contractor's Investigation | 71 |
| 14.12 Condemnation | 71 |
| 14.13 Notice Procedures | 71 |
| 14.14 Compliance with City Code | 72 |
| 14.15 Compliance with Immigration Laws | 72 |
| 14.16 Guarantee of Contractor's Performance | 73 |
| 14.17 Incorporation of Mandatory Language | 73 |
| 14.18 Interpretation | 73 |
| 14.19 Severability | 73 |
| 14.20 Attorney's Fees | 73 |
| 14.21 Non-Discrimination | 73 |
| 14.22 Integration | 74 |
| 14.23 Counterparts | 74 |

ATTACHMENT D

City of Brea

Second Amended/Restated Franchise Agreement

List of Exhibits

LIST OF EXHIBITS

- A. Definitions
- B. Direct Services
 - B1. Single-Family Residential Services
 - B2. Multi-Family Residential Services
 - B3. Commercial Services
 - B4. City And Community Services and Data
- C. Public Education and Outreach Requirements
- D. Initial Maximum Rates
- E. Example Rate Adjustment Formula
- F. Reporting Requirements
- G. Corporate Guaranty
- H. Contractor's Faithful Performance Bond
- I. Notary Certification
- J. Contractor's SB 1383 Implementation Plan and Schedule
- K. County Waste Disposal Agreement
- L. Facilities List
- M. Documentation of Residential Organics Cost Per Ton
- N. Customer Credit for Missed Pick-Ups During a Work Stoppage
- O. City Non-Extension Notice

ATTACHMENT D

City of Brea

Second Amended/Restated Franchise Agreement

THIS SECOND AMENDED AND RESTATED FRANCHISE AGREEMENT ("Agreement") is dated _____, 2025 for reference purposes and is executed by the CITY OF BREA ("City"), a California municipal corporation, and Republic Waste Services of Southern California, LLC ("Contractor"), a Delaware limited liability company (formerly known as Taormina Industries, LLC ("Taormina LLC")), which is a wholly owned subsidiary of Republic Services, Inc. and does business as Brea Disposal.

RECITALS

- A. City and Jaycox Disposal Company ("Jaycox") executed an April 1, 1986 Agreement for the Collection and Disposal of Refuse, Rubbish, Garbage and Waste Materials ("1986 Franchise Agreement"). The 1986 Franchise Agreement granted Jaycox an exclusive franchise for the picking up of trash, garbage, and construction debris.
- B. Taormina Industries Inc. ("Taormina Inc.") purchased Jaycox in 1988 and was assigned the 1986 Franchise Agreement.
- C. City and Taormina Inc. executed a December 19, 1989 Agreement for the Collection and Disposal of Refuse, Rubbish, Garbage and Waste Materials ("1989 Franchise Agreement"). The 1989 Franchise Agreement superseded the 1986 Franchise Agreement and granted Taormina Inc. an exclusive franchise for the collection, transportation, and disposal of refuse, recyclables, and construction debris.
- D. City and Taormina Inc. executed a July 16, 1996 Agreement Between the City of Brea and Taormina Industries Incorporated for the Collection, Transportation, Recycling, Composting and Disposal of Solid Waste, Recyclable and Compostable Materials ("1996 Franchise Agreement"). The 1996 Franchise Agreement superseded the 1989 Franchise Agreement and granted Taormina Inc. an exclusive franchise for the collection, transportation, and disposal of municipal solid waste, recyclables, green waste, and construction debris.
- E. City and Taormina Inc. executed a March 4, 1997 Amendment to Agreement ("1997 Amendment"). The 1997 Amendment amended the 1996 Franchise Agreement and memorialized City's approval of a sale and transfer of Taormina Inc. to Republic Industries Inc.
- F. Taormina Inc. and Taormina LLC executed a June 22, 1998 Agreement and Plan of Merger ("Merger"). The Merger provided for Taormina Inc.'s merger with and into Taormina LLC.
- G. City and Taormina LLC executed a September 3, 2002 Restated and Amended Agreement Between the City of Brea and Taormina Industries, LLC for the Collection, Transportation, Recycling, Composting and Disposal of Solid Waste, Recyclable and Compostable Materials ("2002 Franchise Agreement"). The 2002 Franchise Agreement superseded the 1996 Franchise Agreement and granted Taormina LLC an exclusive franchise for the collection, transportation, and disposal of municipal solid waste, recyclables, green waste, and construction debris.
- H. On July 3, 2008, Taormina LLC filed paperwork with the California Secretary of State to change its corporate name to Republic Waste Services of Southern California LLC.
- I. On December 10, 2018, City issued a Non-Extension Notice (a copy of which is set forth in Exhibit P) ending the automatic annual extension of the 2002 Franchise Agreement and setting a December 31, 2038 expiration date for such contract.
- J. City and Contractor executed a November 19, 2019 Commercial Organics Recycling Program Agreement ("2019 CORP Agreement"). The 2019 CORP Agreement supplemented the 2002

Franchise Agreement and provided for Contractor's implementation of a commercial organics recycling program in compliance with AB 1826 (2014).

- K. City and Contractor executed a January 21, 2020 Amendment No. 1 to Restated and Amended Agreement for the Collection, Transportation, Recycling, Composting and Disposal of Solid Waste, Recyclable and Compostable Materials ("2020 Amendment"). The 2020 Amendment amended the 2002 Franchise Agreement to: (i) increase the residential rate schedule based on green waste disposal cost at an Orange County landfill; (ii) grant City discretion to change the facility used for green waste disposal; and, (iii) provide for a further adjustment of the residential rate schedule in the event City exercises such discretion.
- L. The parties desire to amend and restate the 2002 Franchise Agreement (as amended by the 2020 Amendment), and to incorporate provisions of the 2019 CORP, in order to memorialize their respective rights and obligations in a single document that facilitates implementation of new programs mandated by state law.

NOW, THEREFORE, based upon the foregoing Recitals and for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

ARTICLE 1. INTRODUCTORY MATTERS

1.1 Definitions

Unless otherwise indicated or apparent from the context, the definitions set forth in the attached Exhibit A shall apply regardless of whether the defined term is capitalized. The meaning of terms not defined in Exhibit A shall be as commonly understood in the solid waste collection services industry.

1.2 Exhibits

The attached Exhibits A through __ are incorporated into this Agreement by reference. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of an Exhibit, the provisions of this Agreement shall prevail.

1.3 Cross-References

Cross-references to "Article __", "Section __", "Paragraph __," or "Page __" refer to an Article, Section, Paragraph, or Page of this Agreement unless otherwise indicated or apparent from the context.

1.4 External References

References to a statutory code or legislative bill refer to California law unless otherwise indicated or apparent from the context. References to a statute, regulation, or ordinance shall be deemed to refer to the then-current version of the statute, regulation, or ordinance.

1.5 Rules of Construction

As the context may require, the singular tense includes the plural tense and vice versa; "shall" is mandatory and "may" is permissive; and "include," "includes," and "including" are illustrative and non-exhaustive.

1.6 City Manager Authority

The administration of this Agreement by City shall be under the supervision and direction of the City Manager. Unless otherwise stated, the City Manager is authorized to issue notices and grant approvals that may be allowed or required from City under this Agreement. City Council approval is required for amendments of this Agreement and for City's exercise of its extension option.

**ARTICLE 2.
CONTRACT PERIOD****2.1 Base Term**

- A. Subject to satisfaction of the conditions precedent specified in Section 2.3 or waiver by City, this Agreement shall commence on _____, 2025 ("Effective Date") at 12:00 a.m.
- B. Unless extended or earlier terminated, this Agreement shall expire on December 31, 2038 at 11:59 p.m.
- C. **Commercial Organics Recycling Program Termination.** Notwithstanding any other provision of this Agreement, if there are changes to state law (including material amendment or repeal of SB 1383), or if there are technological advances that modify or eliminate the need for a commercial organics recycling program as currently structured, then City may terminate Contractor's SB 1383 commercial organics recycling program services upon 60 days' notice.
- D. **Evergreen Contract Invalidation Ruling.** Notwithstanding any other provision of this Agreement, if there is a binding federal or state published appellate court ruling upholding a constitutional amendment or statute that retroactively declares automatic contract renewal clauses to be invalid for all public agency contracts then in effect with a remaining term longer than 10 years, then City may terminate this Agreement upon 12 month's written notice. For purposes of this Paragraph, "binding" means a decision that is issued by the U.S. Supreme Court, the Ninth Circuit Court of Appeals, the California Supreme Court, or the California Court of Appeal and from which no further appeals may be taken or where further review is denied.

2.2 Extension Option

City shall have one option to extend the term of this Agreement on a month-to-month basis. To exercise this option, City shall give notice to Contractor on or before September 1, 2038. The extension period shall not exceed 36 months and may be terminated by City on 90 days' prior written notice without cause.

2.3 Conditions Precedent

Effectiveness of this Agreement is contingent upon satisfaction of the following conditions precedent unless waived by City.

- A. **Accuracy of Representations.** All representations and warranties made by Contractor set forth in this Agreement shall be accurate, true, and correct on and as of the Effective Date.
- B. **Furnishing of Insurance, Bond, Letter of Credit, and Corporate Guarantee.** Contractor shall have furnished evidence of the insurance and surety required by Sections 10.2 and 10.3, and shall have provided the Corporate Guarantee required by Exhibit G.

- C. **Absence of Litigation.** There is no actual or threatened litigation involving Contractor or Republic Services, Inc. that would do any of the following:
1. Adversely impact Contractor's performance of this Agreement.
 2. Make this Agreement invalid or unenforceable.
 3. Adversely impact the financial condition of Contractor, Republic Services, Inc., or any other entity guaranteeing Contractor's performance under this Agreement.
- D. **Permits Furnished.** Contractor has provided City with copies of permits necessary for operation of approved facilities owned or operated by Contractor or any subcontractor for use under this Agreement.
- E. **Payment of Fees and Costs.** Contractor has paid City all fees, costs, and other payments due as of the Effective Date.

ARTICLE 3.

EXCLUSIVE FRANCHISE

3.1 Grant and Acceptance of Franchise

City grants to Contractor, and Contractor accepts, a wholly exclusive franchise for the scope of services specified in this Agreement. Such franchise is subject to the limitations specified in Section 3.2 and applicable law including Public Resources Code Section 49520.

3.2 Limitations to Franchise

- A. This franchise does not preclude the categories of recyclable materials, organic materials, solid waste, or other materials listed below from being delivered to, and collected and transported by, other persons. City may permit such activity without seeking or obtaining approval of Contractor.
1. **Recyclable and Organic Materials.** Other persons may: (1) accept source separated recyclable materials and source separated organic materials; or, (2) sell, in a commercial transaction, source separated recyclable materials and source separated organic materials provided that there is no net payment made by a generator to such a third person.
 2. **Self-Hauled Materials.** Using its own vehicles, equipment, and employees, a commercial business or residential owner may transport recyclable materials and organic materials for processing if those materials are generated in or on its own premises. Self-hauler must deliver any recyclable materials or organic materials to a permitted facility and have proof of transactions, such as weight tickets, to document any self-haul transaction in compliance with the City Code.
 3. **Construction and Demolition Debris (C&D).** Using its own vehicles, equipment, and employees, a duly licensed construction or demolition company may remove construction and demolition debris that is part of a total construction and demolition service offered by it.
 4. **Donated or Sold Materials.** A generator may sell or donate to youth, civic, or charitable organizations items that are source separated at the premises. Materials will not be deemed donated if they are collected by a non-franchised solid waste enterprise that is not a 501(c)(3) organization.

5. **Edible Food.** A food recovery organization, food recovery service, and other persons may collect edible food from a generator for the purposes of food recovery. Additionally, a generator may self-haul edible food to a food recovery organization, food recovery service, or other person for the purposes of food recovery. This category applies regardless of whether the generator donates, sells, or pays a fee to the other person for collection or receipt of the edible food.
6. **Food Scraps.** A generator may separate food scraps for use by the generator or distribution to other persons for animal feed in accordance with 14 CCR Section 18983.1(b)(7). Food scraps intended for animal feed may be self-hauled by a generator or hauled by another person.
7. **Beverage Containers.** Containers delivered for recycling under the California Beverage Container Recycling and Litter Reduction Act (Public Resources Code Section 14500 et seq.).
8. **Incidental Material Removal Services.** A gardener, landscaper, tree-trimming service, construction firm, residential clean-out service, or similar entity may remove recyclable materials, organic materials, solid waste, and bulky goods from a premises as an incidental part of a service being performed at the premises.
9. **On-site or Community Composting.** A generator may compost organic materials at the site where they are generated (e.g., backyard composting or on-site anaerobic digestion) or at a community composting site.
10. **Animal Waste, Grease, and Used Cooking Oil.** Animal waste and remains from slaughterhouses or butcher shops, grease, or used cooking oil.
11. **Sewage Treatment By-Product.** By-products of sewage treatment, including sludge, sludge ash, grit, and screenings.
12. **Excluded Waste.** Excluded waste regardless of its source.
13. **Materials Generated by Agency Facilities.** Materials generated by state, county, school district, or other public agency facilities provided that the generator has arranged services with other persons or has arranged services with Contractor through a separate agreement. School district services shall continue consistent with the practice under the 2002 Franchise Agreement. However, nothing in this Agreement will prevent the Brea Olinda Unified School District from contracting with Contractor separate from this Agreement.
14. **Manure.** A generator may contract with other persons for removal of manure from the premises. Contractor may provide customers whose premises are zoned in a manner authorizing equestrian or other large animals to be kept on site, and who so request, with containers for the collection of manure at rates that do not exceed the maximum rates set forth in Exhibit D.
15. **Agricultural or Industrial Sources.** The hauling of byproducts from agricultural or industrial sources in accordance with Public Resources Code Section 40059.4.
16. **Junk Removal.** Solid waste removed by cleanup services whose primary business is the cleanup of solid waste on the property of another person and, incidental to such business, where all of the following apply: (i) the cleanup service hauls only the solid waste that it is contracted to clean up and no other solid waste; (ii) performs onsite cleanup services that includes removing junk from commercial premises, garages, and residential premises as part of the overall cleanup service, but does not remove solid waste or construction and

demolition debris from construction and demolition sites; (iii) uses their own vehicle to haul the solid waste that is contracted for clean up; and, (iv) does not use a bin, roll-off box, or other container to accomplish the cleanup, collection, or transportation of the solid waste.

- B. If a law or court decision after the Effective Date limits City's ability to award a franchise for the scope of services and materials covered by this Agreement, then this Agreement shall be limited to those services and materials that lawfully may be included. City shall not be liable for any lost profits claimed by Contractor to result from new laws or court decisions.

3.3 Obligations of Parties

In addition to the specific performance required under this Agreement, the parties shall:

- A. Provide timely notice to one another of a perceived failure to perform any obligations under this Agreement and access to information demonstrating such failure.
- B. Provide timely access to the City Manager and the Contract Administrator in accordance with the terms of this Agreement.
- C. Provide complete and timely responses to requests of the other party.
- D. Provide timely notice of matters that may affect either party's ability to perform under the Agreement.

3.4 Prior Contracts

- A. Contractor waives any right or claim to serve City or any part of Brea under any prior grant of franchise, contract, license, or permit issued or granted by any governmental entity. This Agreement supersedes the 1986 Franchise Agreement, the 1989 Franchise Agreement, the 1996 Franchise Agreement (as amended by the 1997 Amendment), the 2002 Franchise Agreement (as amended by the 2020 Amendment), and the 2019 CORP Agreement. Subject to Paragraph B below, to the extent not already void all such contracts shall be of no further force or effect as of the Effective Date.
- B. This Section does not excuse any prior breach of, or liability arising under, the 2002 Franchise Agreement or the 2019 CORP Agreement; provided, however, that this Section does not allow either party to pursue a breach or liability claim that is barred by the statute of limitations. Nor does this Section relieve Contractor from such contracts' insurance obligations, indemnity obligations, and obligations that are designated as surviving expiration or termination.

3.5 Mutual Determinations

The parties jointly acknowledge that Public Resources Code Section 40059 authorizes City to determine whether the services covered by this Agreement will be provided by partially exclusive franchise, wholly exclusive franchise, or otherwise. The parties have mutually and independently determined that: (i) the exclusive franchise conferred by this Agreement provides Contractor a specific benefit or privilege that is not provided to other persons; and, (ii) the fees and charges imposed on Contractor by this Agreement do not exceed the reasonable costs to City of conferring such benefit or granting such privilege. The parties also have mutually and independently determined that this Agreement imposes fees and charges on Contractor for the use of City property, negotiated at arm's length.

ARTICLE 4. SCOPE OF AGREEMENT

4.1 Summary Scope of Services

- A. This Agreement applies to recyclable materials, organic materials, and solid waste collected by Contractor within Brea. Contractor shall be responsible for the following:
1. Providing a program for the separate collection of recyclable materials, organic materials, and solid waste generated by and placed for collection by customers.
 2. Transporting collected materials to the appropriate approved facilities or designated disposal facilities.
 3. Processing collected recyclable materials and organic materials at the appropriate approved facilities.
 4. Performing all other services required by this Agreement including commercial customer billing, public education, customer service, contamination monitoring, record keeping, and reporting.
 5. Furnishing all labor, supervision, vehicles, containers, other equipment, materials, supplies, and all other items and services necessary to perform its obligations under this Agreement.
 6. Paying all expenses related to provision of the services including taxes, regulatory fees (including City fees and reimbursements), and utilities.
 7. Performing or providing all services necessary to fulfill its obligations in full accordance with this Agreement at all times using best industry practice for comparable operations.
 8. Complying with applicable laws.
- B. The enumeration and specification of particular aspects of service, labor, or equipment requirements shall not relieve Contractor of the duty to perform all other tasks and activities necessary to fulfill its obligations under this Agreement, regardless of whether such requirements are enumerated elsewhere in the Agreement.

4.2 Flow Control Option

- A. **Solid Waste Disposal Flow Control Option.** City shall have the absolute right to choose the location for the delivery and disposal of all solid waste destined for landfill collected pursuant to this Agreement ("Flow Control Option"). Contractor waives the right to challenge City's ability to do so including any rights under the Commerce Clause of the United States Constitution. As used herein, "County Agreement" means that certain waste disposal agreement, as the same may be amended from time to time, entered into among various County municipalities, including specifically City and the County relating to the use of County landfills for the disposal of solid waste collected in such municipalities, and which is on file in the office of City's City Clerk. Exhibit K contains the County waste disposal agreement, which was current as of the Effective Date. As of the Effective Date, City shall be deemed to have exercised its Flow Control Option so as to require delivery of all solid waste to the County landfill system in a manner consistent with its obligations under the County Agreement (including its obligations related to solid waste that is delivered to a processing/transfer facility prior to being delivered to a landfill for disposal), and Contractor has agreed to handle all solid waste in a manner consistent with City's exercise of its Flow Control Option. At any time City

may notify Contractor that City no longer desires to exercise its Flow Control Option. In such event, Contractor shall have the absolute discretion to utilize any disposal facility, transfer station, recycling facility, material recovery facility, landfill, or other facility of its choosing to dispose of solid waste generated within Brea provided that the use of such facility by Contractor enables it to meet all other requirements of this Agreement and applicable law.

B. Organic Materials.

1. Residential Organic Materials.

- a. Contractor will deliver residential source separated organic materials collected from City's residential customers to the approved organic materials processing facilities included in Exhibit L.
- b. City shall retain the right to choose the location for the delivery of residential source separated organic materials, and that the rate paid by the customer will be reduced or increased accordingly if the transfer, transportation, and processing costs of using such facility are lower or higher than the costs of using the approved organic materials processing facilities included in Exhibit L. The parties acknowledge and agree that the designated facilities in Exhibit L are approved at the time of entering into this Agreement and that Contractor's rates are premised on the use of the designated facilities as set forth in Exhibit L.
- c. The current residential contractor rates to divert residential organic materials are based on the organic materials transfer, transportation, and processing cost of \$136.98 per ton as documented in Exhibit M. The total cost of \$136.98 is based on transfer, transportation, and processing costs per ton originating at the approved transfer facility [CVT Facility] for the approved organic materials processing facilities to process residential organic materials as shown in Exhibit L.
- d. Contractor will notify City in connection with Contractor's regular annual rate adjustment effective July 1 of each year if a lower cost option becomes available to divert the residential organic materials to initiate a cost reduction to City's residential customers. Additionally, at any time, City can notify Contractor of the availability of a lower cost option to divert the residential organic materials to initiate a cost reduction to City's residential customers.

2. Commercial Organics Materials. Contractor shall have the absolute right to choose the location for the delivery and processing of source separated organic materials generated at multi-family or commercial premises collected pursuant to this Agreement to the approved organic processing facilities included in Exhibit L. As of the Effective Date, Contractor shall deliver collected multi-family and commercial organic materials to the approved organics materials processing facilities listed in Exhibit L.

C. Recyclable Materials. Contractor shall have the absolute right to choose the location for the delivery and processing of all source separated recyclable materials collected pursuant to this Agreement to the approved recyclable materials processing facilities included in Exhibit L. As of the Effective Date, Contractor shall deliver collected recyclable materials to the approved recyclable materials processing facilities listed in Exhibit L.

D. County Agreement. Contractor expressly acknowledges its awareness of the County Agreement, which has been adopted and entered into by City. Moreover, Contractor acknowledges that it is aware that all solid waste collected within Brea is to be disposed of in the County landfill system.

Contractor further acknowledges that the County is an intended third-party beneficiary of Contractor's obligations relating in any way to the disposal of solid waste pursuant to this Agreement and the County Agreement.

4.3 Use of Approved and Designated Facilities

Contractor, without constraint and as a free-market business decision in accepting this Agreement, agrees to use the approved and designated facilities for the purposes of transferring, processing, and disposal of all recyclable materials, organic materials, and other materials collected in Brea.

4.4 Subcontracting

Contractor shall not engage any subcontractors for collection, transportation, or processing of recyclable materials, organic materials, or solid waste services without the prior written consent of City, which consent shall not be unreasonably withheld. If Contractor plans to engage subcontractors in the provision of services, Contractor shall provide City with 30 days' written notification of its plans and provide an explanation of any potential impacts related to the quality, timeliness, or cost of providing services. Contractor shall require that all subcontractors comply with the insurance provisions in this Agreement, file insurance endorsements with City, name City as an additional insured, and comply with all other material terms of this Agreement.

4.5 Responsibility for Materials

- A. Once recyclable materials, organic materials, or solid waste are placed in Contractor's containers and at the collection location, the responsibility for their proper handling shall transfer from the generator to Contractor, with the exception of excluded waste that is identified and responded to pursuant to Section 6.8.B. Once recyclable materials, organic materials, or solid waste are deposited by Contractor at the appropriate approved facility, such materials shall become the responsibility of the owner or operator of the approved facility except for excluded waste pursuant to Section 6.8.C.
- B. Title to and liability for excluded waste shall at no time pass to Contractor. If excluded waste is discovered before it is collected by Contractor, Contractor may refuse to collect the entire container that contains the excluded waste. In such situations, Contractor shall contact City and City shall promptly undertake appropriate action to ensure that such excluded waste is removed and properly disposed of by the depositor or generator of the excluded waste. In the event excluded waste is present but not discovered until after it has been collected by Contractor, Contractor may, in its sole discretion, remove, transport, and dispose of such excluded waste at a facility authorized to accept such excluded waste in accordance with applicable law and charge the depositor or generator of such excluded waste for all direct and indirect costs incurred due to the removal, remediation, handling, transportation, delivery, and disposal of such excluded waste. City shall provide all reasonable assistance to Contractor to conduct an investigation to determine the identity of the depositor or generator of the excluded waste and to collect the costs incurred by Contractor in connection with such excluded waste.

4.6 City-Directed Changes to Scope

- A. City may require a proposal from Contractor to establish the scope of any modification to existing services (which may include use of approved facilities) or additional services to be provided under this Agreement. In such case, Contractor shall present, within 30 calendar days of City's request

unless an alternate schedule is mutually agreed-upon, a written proposal to provide such modified or additional services. City shall review Contractor's proposal for the change in scope of services. The parties may meet and confer to negotiate Contractor's proposed revisions and costs and shall amend this Agreement, as appropriate, to reflect the mutually agreed-upon changes in scope. If the parties are unable to agree on terms and conditions within 180 calendar days from City's receipt of Contractor's proposal for such services, then City may permit other persons to provide such services. Nothing herein shall prevent City from soliciting cost and operating information from other persons in order to inform the evaluation of Contractor's proposal.

- B. Upon CalRecycle's final adoption of regulations to implement SB 54, the parties shall meet and confer in good faith to negotiate revisions to Contractor's services and costs that are necessary or appropriate to ensure compliance with such regulations. The final adoption of SB 54 regulations by CalRecycle, with approval by the Office of Administrative Law ("OAL"), shall be considered a change in law in this Agreement.

ARTICLE 5.

SCOPE OF SERVICES

5.1 Recyclable and Organic Materials

- A. **Collection.** Contractor shall provide recyclable materials and organic materials collection services as described in Exhibit B.
- B. **Transfer.** Contractor shall transport recyclable materials and organic materials to the approved transfer facility where the materials will be unloaded from collection vehicles, loaded into large-capacity vehicles, and transported to the approved processing facilities. Contractor shall keep all permits necessary for use of the approved transfer facility in full regulatory compliance. Upon request, Contractor shall provide City with copies of facility permits and/or notices of violations (obtained from its transfer facility subcontractor if necessary). If Contractor is unable to use the approved transfer facility, then Contractor shall be responsible for making other transportation arrangements. In such event, Contractor shall not be compensated for any additional costs. Contractor shall obtain written approval from City prior to changing the transfer method.
- C. **Processing.** Contractor shall transport and deliver customer-generated source separated recyclable materials to the approved recyclable materials processing facility. Contractor shall transport and deliver customer-generated source separated organic materials to the approved organic materials processing facility. All tipping fees and other costs associated with transportation and processing of such materials at the approved processing facilities and disposing of the residue shall be paid by Contractor.
- D. **Capacity Guarantee.** Contractor guarantees sufficient capacity at the approved processing facilities to process all source separated recyclable materials and organic materials collected by Contractor under this Agreement throughout the term of the Agreement; provided, however, that Contractor makes no guaranty with respect to the capacity of any County facilities to the extent organic materials are handled at County facilities.
- E. **Notification of Emergency Conditions.** Within 48 hours of discovery, Contractor shall notify City whenever (i) any unforeseen operational restrictions have been imposed upon an approved facility or the designated disposal facility by a regulatory agency; or, (ii) any unforeseen equipment or operational failure temporarily prevents the facility from processing the discarded materials collected under this Agreement.

F. Approved Facility Unavailable/Use of Alternative Facility.

1. If Contractor is unable to use an approved processing facility due to an event specified in Section 12.7, Contractor shall use an alternative processing facility provided that Contractor provides written notice to City. Within 48 hours of an emergency or sudden and unforeseen closure, Contractor shall provide a written description of the reasons the use of the approved processing facility is not feasible and the period of time Contractor proposes to use the alternative processing facility. Such a change in processing facility shall be temporarily permitted until such time as City is able to consider and respond to the use of the proposed alternative processing facility. If the use of the proposed alternative processing facility is anticipated to or actually does exceed 30 days in a consecutive 12-month period, the use of such processing facility shall be subject to approval by City. City may approve, conditionally approve, temporarily approve, or disapprove of the use of the proposed alternative processing facility. If City disapproves the use of the proposed alternative processing facility, the parties shall meet and confer to determine an acceptable processing facility.
2. If the use of an alternative processing facility is for reasons within Contractor's control, then Contractor's compensation shall not be adjusted for any change in transportation and processing costs associated with use of the alternative processing facility. However, if the use of an alternative processing facility is due to an uncontrollable circumstance, including events of force majeure, then Contractor's compensation shall be increased or decreased for changes in transportation and processing costs associated with the use of the alternative processing facility. In the event that the change in the processing facility results in increased costs, City may identify and direct Contractor to an alternative processing facility, at Contractor's expense, that results in less cost than the Contractor-identified alternative.
3. Except for the emergency conditions described in this Section, Contractor shall not change its selection of the approved processing facilities without City's written approval, which may not be unreasonably withheld. If Contractor elects to use a processing facility that is different than the initial approved processing facilities, it shall request written approval from City 30 calendar days prior to use of the site and obtain such approval no later than 10 calendar days prior to use of the site. Failure to meet the requirements of this Section may result in liquidated damages in accordance with Section 12.6 of this Agreement.
4. Contractor shall observe and comply with all regulations in effect at the approved processing facilities and cooperate with respect to delivery of recyclable materials and organic materials. Contractor shall actively work with the approved processing facility operators to ensure that contamination of the recyclable materials and organic materials remains below the limits established by applicable law including SB 1383.

G. **Marketing.** Contractor shall be responsible for marketing recyclable materials and organic materials that it collects and delivers for processing at the approved processing facilities. Contractor's marketing strategy shall promote the highest and best use of materials presented in the waste management hierarchy in accordance with AB 939. Where practical, the marketing strategy shall include use of local markets for recyclable materials and organic materials.

H. **Residue Disposal.** Residue from the processing of recyclable materials and organic materials collected under this Agreement at the approved processing facilities that cannot be marketed shall be disposed of by Contractor or the processing facility subcontractor. Residue delivered for disposal shall not include any excluded waste.

- I. **Compostable Plastics.** Contractor may allow customers to place compostable plastics in the organic materials container for collection. Contractor may collect and transport such materials for processing at the approved organic materials processing facility. Within 10 calendar days of the Effective Date, and annually thereafter, Contractor shall provide a written notification to City confirming that the facility has the capability to process and recover the compostable plastics. Contractor shall not revoke this confirmation at any time. If Contractor does not submit such notification, or if at any time the approved organic materials processing facility can no longer accept and process compostable plastics, then City may assess liquidated damages in accordance with Section 12.6. Contractor shall notify City within seven days of the facility's inability to accept the compostable plastics. The notification shall, at a minimum, include: the date and a description of the reasons that the facility is not able to process and recover the compostable plastics; the period of time the facility will not process and recover these materials; and, Contractor's proposed plan to find an alternative facility or arrangement to process the compostable plastics, subject to City approval. Upon execution of this Agreement, City may prohibit or restrict the use of compostable plastics, with a six month notice to Contractor. This shall not constitute a City-directed change in scope or change in law.

5.2 Solid Waste

- A. Contractor shall offer and provide solid waste collection services as described in Exhibit B.
- B. Contractor acknowledges that City is committed to diverting materials from disposal through the implementation of source reduction, reuse, recycling, composting, and other programs, and that City may implement new programs other than discarded materials collection programs. Examples of new programs City may implement include reuse programs, drop-off programs, community composting, and other diversion programs, with or without the involvement of Contractor, that may impact the overall quantity or composition of solid waste to be collected by Contractor. Contractor shall not be entitled to any compensation or other relief resulting from a decline in solid waste volumes or tonnage or from a change in the composition of solid waste.
- C. Contractor shall transport all solid waste to the designated disposal facility. Contractor shall pay all costs associated with transportation and disposal of solid waste including payment of any gate fees charged at the designated disposal facility. Contractor shall observe and comply with all regulations and posted rules in effect at the designated disposal facility and cooperate with respect to delivery of solid waste.

5.3 Miscellaneous Service Provisions

5.3.1 Bin Pullout Service

- A. Upon customer request and approval by the City Manager, Contractor shall provide bin pullout service in accordance with the approved rate schedule, whereby Contractor will access bins using a small vehicle either to move bins to street or other public right-of-way for collection or retrieve a bin when operationally required in order to safely position the bin for collection. Pullout service charge shall only be assessed for bins and not assessed for carts. In the event of a dispute between Contractor and a customer as to whether bin pullout service will be used, City will make the final determination.
- B. Customers requiring bin pushout service shall only be charged for bin pullout service in accordance with the approved rate schedule.

- C. If Contractor must place a container in the public right-of-way to facilitate collection, Contractor shall not permit the bin to remain in the public right-of-way over four hours. City and Contractor will annually review the customer list that identifies areas of high traffic where bins cannot remain in the public right-of-way for more than two hours, and City will make the final determination for removing or placing customers on the list. If the bin is stored under a chute for collection, the customer shall have a spare or standby bin to be in place while the primary bin is being serviced in the event the chute cannot be closed to prevent discarded materials from spilling.
- D. Any changes to the customer bin pullout service list shall be approved by City prior to Contractor adding or removing this service for any customer.

5.3.2 Container Over-Filling

- A. A container may be considered overfilled when discarded materials project above its rim in a manner that impedes the complete closure of the container's lid and when discarded materials are placed outside the container or allowed to accumulate, making access to the container unsafe for collection.
- B. In the event that a multi-family premise or bin commercial customer overfills its bin(s), Contractor shall implement the following procedures in an effort to correct the problem, charge customer in accordance with the approved rate schedule, and, if necessary, increase service levels. For any over-fill occurrences, Contractor shall document occurrence with a photograph. Contractor shall send a notification to the customer, including a photograph of the overage, and a statement advising of service alternatives including right-sizing opportunities, as well as notify the customer of an overflow charge and of a possible increase in service level and the related costs. Notification of over-fill can occur via e-mail, invoice statement, or other City approved method. Contractor shall document the location of the encountered overage, a photograph, as well as the outreach material provided to the customer. Contractor shall provide this information to City upon request.

5.4 Bulky Goods and Reusable Materials

Contractor shall offer bulky goods and reusable materials collection services as described in Exhibit B. On-call bulky goods and reusable materials collection services shall be offered to customers within a reasonable time but not longer than seven calendar days of Contractor's receipt of such a request for service. Contractor shall make reasonable efforts to schedule on-call bulky goods and reusable materials collections on a day that is convenient to the customer. Contractor shall transport all bulky goods or reusable materials to the approved reusable materials processing facility. Contractor shall pay all costs associated with transporting and processing bulky goods and reusable materials. Contractor shall observe and comply with all regulations in effect at the approved reusable materials processing facility and cooperate with respect to delivery of bulky goods and reusable materials.

5.5 City Sponsored Events

- A. Contractor shall provide recyclable materials, organic materials, and solid waste collection services to City-sponsored events at no cost to the event organizer or City. City shall provide Contractor with a minimum of 10 business days' notice prior to any City-sponsored event where Contractor is requested to provide collection services. Special event services include all of the following.
 - 1. **Event Collection Stations.** Contractor shall provide and set-up event collection stations for collection of recyclable materials, organic materials, and solid waste at City-sponsored events. Each event collection station shall include a separate collection area for recyclable

materials, organic materials, and solid waste, as appropriate. Contractor shall provide a sufficient number of event collection stations of sufficient capacity to meet the needs of the event as determined by Contractor in cooperation with City and the event organizer. Collection stations shall utilize cardboard boxes for solid waste and recyclable materials and shall use carts for organic materials unless alternative containers are approved by City. Contractor shall provide liners/bags for the containers at the collection stations. Collection stations shall include adequate signs and labeling.

2. **Roll-Off Boxes.** Upon request, Contractor shall provide up to eight containers annually (or monthly) for the aggregation of material removed from event collection stations during the course of the event. Contractor shall provide containers in sufficient number of appropriate types, subject to the cap, for the needs of the event as determined by Contractor in cooperation with City and the event organizer. Contractor shall service containers, as agreed-upon with City and the event organizer, and deliver collected materials to the appropriate approved facility for processing and disposal.
 3. **Public Education Booth.** Upon request of either City or the event organizer, Contractor shall staff a booth or exhibit at the event for the purpose of educating the public about the services and programs provided by Contractor and the benefits of source reduction, reuse, recycling, and composting.
 4. **Reporting.** Within 14 calendar days of the end of the event, Contractor shall submit a report to City and the event organizer. The report shall include: the number of collection stations deployed at the event; the tonnage of each material type (i.e., recyclable materials, organic materials, and solid waste) collected; the landfilled and diverted tonnage from each stream; the name and address of disposal site utilized; and, a description of the public education provided at the event. Weight receipts shall be made available to City upon request.
- B. Contractor may, at its sole discretion and expense, coordinate with local youth, community, or charitable organizations to provide some or all of the required services. Regardless of Contractor's use of such an organization, Contractor shall be responsible for ensuring that service is provided to the customer in a professional and timely manner.
- C. For special events that are not identified in Exhibit B4 or otherwise hosted or sponsored by City, Contractor shall provide the above-described special event services and may negotiate the charges for such services with the event organizer based on the specific needs of the event, or provide the services at its sole expense, at no cost to City or ratepayers.

5.6 Public Education and Outreach

- A. Contractor shall perform the public education and outreach activities specified in Exhibit C.
- B. **Program Objectives.** City's public education and outreach strategy shall focus on improving generator understanding of the benefits of, and opportunities for, source reduction, reuse, and landfill disposal reduction and supporting compliance with applicable laws including AB 939, AB 341, AB 1826, and SB 1383. Examples of goals of the City-provided public education and outreach program include: (i) informing generators about the services that are provided under this Agreement with specific focus on describing the methods and benefits of source reduction, reuse, recycling, and composting; (ii) instructing generators on the proper method for placing materials in containers for collection and setting containers out for collection, with specific focus on minimizing contamination of recyclable materials and organic materials; (iii) clearly defining excluded waste and educating generators about the hazards of such materials and their opportunities for proper

handling; (iv) discouraging generators from buying products if the product and its packaging are not readily reusable, recyclable, or compostable; (v) informing generators subject to food recovery requirements under SB 1383 of their obligation to recover edible food and actions they can take to prevent the creation of food waste; (vi) encouraging the use of compost and recovered organic waste products; and, (vii) encouraging generators to purchase products/packaging made with recycled content materials. The cumulative intended effect of these efforts is to reduce generation of solid waste and, ultimately, disposal of solid waste by each generator. Contractor shall support and not undermine or interfere with such efforts.

- C. **Contractor Public Education Requirements.** Contractor shall print, produce, and distribute education materials and conduct outreach detailed in Exhibit C at no additional cost to ratepayers or City. Contractor shall obtain approval from City on all Contractor-provided promotional and service-related materials used within Brea before publication, distribution, or release. City shall have final approval of any materials or content distributed or made available to customers. Upon City's request, Contractor shall include City identification and contact information on such materials.
- D. **Non-English Language Requirements.** Contractor shall make all public education and outreach materials in English, Spanish, Korean, and Traditional Chinese. Contractor may use Quick Response ("QR") codes to assist customers with specific languages and for specific programs. Upon City's request, Contractor shall provide materials in additional languages in response to shifting demographics, changes in applicable law, or any other reason reasonably deemed appropriate by City.

5.7 Billing

5.7.1 General

- A. Contractor shall develop, maintain, and regularly update a customer account information database, which shall include:
1. Customer name.
 2. Phone number.
 3. Service address.
 4. E-mail address.
 5. Customer service levels, including:
 - a. Customer service levels exceptions.
 - b. Customer service waivers.
- B. Contractor shall make access to such database available, upon no more than five working days' request from City, in accordance with this Section and Section 7.1. Contractor shall additionally, on an annual basis, reconcile all customer accounts with City's billing information (i.e., via GIS and parcel data). Failure to maintain a database in accordance with this Section shall result in liquidated damages in accordance with Section 12.6.
- C. Contractor shall provide direct-billed customers the option to receive invoices electronically using paperless invoices or by standard mail using standard (paper) invoices. Contractor shall allow customers to pay bills through an electronic check or credit card and shall include the ability for customer billings to be automatically charged on a recurring basis. Contractor shall prepare, mail,

and collect bills from customers who decline to use such internet-based billing system. Contractor shall make arrangements to allow such customers to pay bills by check, electronic check, money order, and credit card.

- D. Up to once per month, City may direct Contractor to include a billing note directly onto the customer invoices. Contractor shall provide electronic bill inserts to customers who are billed electronically, and paper bill inserts to customers who receive paper bills. Electronic bill inserts must be readily available for the customer to view upon receipt of the invoice (attachments shall not be provided as links). Upon City request for such attachments, Contractor shall comply with such request during its next billing cycle for the targeted customer group. Contractor shall perform this service with no additional requirement for compensation.
- E. Contractor shall maintain copies of all billings and receipts, each in chronological order for inspection and verification by City.
- F. If Contractor fails to invoice a customer, or otherwise undercharges a customer for services provided for more than six months, Contractor may not subsequently attempt to collect the undercharged amount for more than six months of service. If Contractor overcharges a customer for a period of more than six months, Contractor shall reimburse or credit the customer for six months of the overcharged service. Contractor is not prohibited from reimbursing or crediting a customer for more than six months of overcharges.
- G. If a customer reduces or cancels service during a billing cycle, the customer shall be entitled to a proration of the billing from the date that the service change was requested, in the case of cancellations or reductions in the customer's bill, or the date the service change was fulfilled, in the case of increases in the customer's bill.

5.7.2 City's Billing Responsibility

- A. Contractor shall accept as full compensation from City for the complete collection and disposal of single-family waste, organic materials, and recyclable materials the amount specified in Exhibit D less the franchise fee specified in Section 8.1 below. City shall bill single-family customers. Such compensation for single-family services shall be based on the number of single-family customers in each residential category reflected in Exhibit D. The number of single-family customers shall be established by City as of the Effective Date and shall be reviewed monthly by the parties. In the event such a review results in an increase or decrease in the number of single-family customers, the subsequent payments to Contractor shall be adjusted accordingly.
- B. City shall pay Contractor for single-family disposal charges on or before the 20th of the month following the close of each month. City shall pay Contractor for single-family collection services on or before the 15th of the month following the close of each month. Separate checks for disposal charges and collection services shall be payable to Brea Disposal and shall be mailed or otherwise delivered as agreed to by City and Contractor to Accounting Manager, 1131 North Blue Gum Street, Anaheim, CA 92806.

5.7.3 Contractor's Billing Responsibility

Contractor shall direct bill customers that are not billed by City pursuant to Section 5.7.2 above (i.e., commercial customers, residential customers with bin service, and residential customers with five or more dwelling units). Contractor's billing shall be on a monthly basis, except as may be otherwise specified, in writing, by City. Contractor may charge the rates specified in Exhibit D for commercial and industrial services, as such rates may be amended from time to time pursuant to the provisions of Article 9 and any AB 939 fees imposed by City.

5.7.4 Vacant Premises**5.7.4.1 City Billed**

Contractor shall discontinue service to customers billed by City if instructed to do so by City and will resume service upon instruction from City. Contractor shall not invoice City for periods during which service is not provided to a customer. Contractor shall cooperate with all reasonable requests of City that relate to the collection of accounts receivable. Bad debt from City-billed customers will be assumed by City.

5.7.4.2 Contractor Billed

Contractor shall not provide collection services to a premises, and shall not bill such premises, during any time when Contractor has actual notice such premises is vacant and the customer has provided Contractor written notice of the vacancy. The customer at any such premises shall be responsible for providing reasonable evidence to Contractor, pursuant to such guidelines as Contractor shall develop and City shall approve, demonstrating the premises is vacant. Any customer grievance regarding a claim that a premises was vacant and received no service, and hence should not be billed for a given period, may be appealed by the customer to City. The City Manager's decision, following an opportunity for the parties to present information, shall be final. It is the intent of the parties that Contractor shall not be entitled to charge for services that are not needed or used. Notwithstanding the foregoing, it is the intent of the parties that premises shall not be deemed vacant due only to a temporary absence of the owner(s) or occupant(s), such as a period during which the owner(s) or occupant(s) are merely on vacation.

5.7.5 Delinquent Accounts

- A. **Customers Billed by City.** Residential customers billed directly by City with delinquent amounts will be handled in accordance with City's internal billing procedures for delinquent accounts.
- B. **Customers Billed by Contractor.**
 - 1. Any service account unpaid by the due date listed on the billing statement shall be deemed delinquent. Except to the extent otherwise provided herein, it shall be the sole responsibility of Contractor to take any authorized measures to collect any delinquent sums owed for commercial customers.
 - 2. Any delinquent fees or service charges to be imposed in connection with delinquent accounts shall be set by Contractor and be subject to City review.
 - 3. Contractor may discontinue service to any customer whose account is delinquent in the manner set forth in this Section. Customers who have not remitted required payments within 30 days after the date of billing shall be notified on forms approved by City. Such forms shall contain a statement that services may be discontinued 15 days from the date of notice if payment is not made before that time. If payment is not made by the expiration of such 15-day period, Contractor may discontinue service 48 hours thereafter.
 - 4. Contractor shall resume collection services on the next regularly scheduled collection day for any customer whose service is discontinued upon receipt of payment of delinquent fees and any related service restart charges, or at such sooner time as directed to do so by City.
 - 5. A deposit as set forth in the approved rate schedule, as such rates may be amended from time to time, may be required of accounts that have been discontinued for non-payment prior to re-instituting service at such accounts.

6. Contractor shall make all reasonable efforts to diligently pursue and collect all delinquent sums owed by customers. Following exhaustion of all such reasonable efforts by Contractor, Contractor may request City's assistance in collecting any remaining delinquent sums owed, and City shall endeavor, in good faith, to assist Contractor with its collection efforts. Notwithstanding the foregoing, City shall have no liability to Contractor for failure to collect any such delinquent sums from customers. Contractor shall reimburse City for any and all costs incurred by City in assisting Contractor in the collection of delinquent sums owed.

5.7.6 Collection and Processing of Payments.

- A. **Accounting and Deposit of Funds.** All payments received by Contractor shall be appropriately credited to customer accounts, deposited in a bank account, and accounted for in a businesslike manner utilizing generally accepted accounting principles. To facilitate audits and record keeping, Contractor shall make all withdrawals from its bank accounts by check, ACH debit/credit, or wire, regardless of whether the withdrawal is to provide funds to City, Contractor, or any permissible subcontractor, vendor, or supplier of Contractor.
- B. **Allocation of Funds.** With respect to payments received from each customer, unless a customer specifically directs a different allocation, funds shall be allocated first to outstanding charges for collection services, then to any related delinquency fees or other administrative charges, up to the amount of any outstanding balance. Any overpayment shall be credited to future bills in the same sequence or returned to customers, as appropriate.

5.8 Customer Service Program

A. Program Requirements.

1. Office Locations.

- a. Customer Service Office. Contractor maintains an office located at 1131 North Blue Gum Street, Anaheim. No change in this location shall occur without City's approval if such change would result in Contractor not having an office within 25 miles of the Brea Civic and Cultural Center. Such office shall be open, at a minimum, from 8:00 a.m. to 5:00 p.m. Monday through Friday, and 8:00 a.m. to 12:00 p.m. Saturday, holidays excepted. At least one responsible and qualified representative of Contractor, capable of communicating in English and Spanish, shall be present and available during office hours, for personal communication with the public. A similarly qualified person(s) capable of communicating in Korean, Traditional Chinese, and other languages by way of translation services shall be available for communication with the public by phone during any times other than office hours when collection is occurring.
- b. Principal Office. In the event that the principal office of Contractor is not maintained in the County of Orange, State of California, City may terminate this Agreement upon the giving of 365 calendar days' notice.

2. Telephone Customer Service Requirements.

- a. Contractor shall maintain either a local or toll-free telephone number that rings at an office within North Orange County at all times during office hours, except during periods of high call volume when calls may be routed to Contractor's available southwest area regional call centers. English and Spanish speaking personnel shall be available during office hours to assist customers with telephone inquiries. All such personnel shall be polite and responsive, and shall be sufficiently knowledgeable, and

have the authority to respond and/or advise customers seeking assistance. Contractor's telephone system shall be adequate to handle the volume of calls typically experienced, subject to high call volume events when southwest area regional call centers may be utilized to manage call volume. Contractor shall provide City with a 24-hour emergency number to a live person. Contractor shall provide and maintain a current emergency list of responsible personnel to be contacted in the event of an emergency.

- b. Contractor shall make reasonable attempts to answer all phone calls within five rings. If a call has been placed on hold for three minutes, the caller will either be switched to a message center that shall be responsible to obtain the caller's address and phone number or a customer service representative will obtain the customer's address and a number at which the call can be returned. Contractor shall make at least one attempt within the next 24-hour period to return the call and will leave a voicemail with the customer. If Contractor is unsuccessful in contacting the customer after following this procedure, Contractor shall maintain a record of the unsuccessful attempts.
- c. Contractor shall maintain an emergency telephone number for use outside office hours. Contractor shall have a representative, or an answering service to contact such representative, available at such emergency telephone number during all hours other than normal office hours.
- d. Contractor shall be able to respond to inquiries in English, Spanish, Korean, Traditional Chinese, and other languages as reasonably directed by City. Customer may subscribe to a telecommunications device for the deaf ("TDD") service for use by persons with hearing or speech difficulties.

3. Complaint Documentation.

- a. Contractor shall retain daily logs of complaints for 24 months.
- b. Contractor shall log all complaints received by telephone, mail, and e-mail, and such log shall include the date and time the complaint was received, name, address, and telephone number of callers, description of complaint, employee recording complaint, and the action taken by Contractor to respond to and remedy complaint. Missed pick-ups shall be included in this log.
- c. Customer complaints and inquiries shall be date-stamped when received and shall be initially responded to within the same day for a customer complaint received before 12:00 p.m. and the following business day for a complaint received after 12:00 p.m. (excluding Saturday, Sunday, and holidays) of receipt. Contractor shall log its actions taken to respond to and remedy the complaint.
- d. All customer service records and logs kept by Contractor shall be available to City upon request and at no cost to City. City shall, at any time during regular business hours, have access to Contractor's City Liaison for purposes that may include monitoring the quality of customer service or researching customer complaints.

4. Resolution of Customer Complaints.

- a. Disputes between Contractor and customers regarding the services may be resolved by City, except for customer claims for personal injury or damages to property. Contractor shall have the right to present evidence in connection with any customer

claim. City's decision shall be final and binding. Contractor shall reimburse City's legal and consultant costs for each City intervention in a dispute between Contractor and a customer if City reasonably deems intervention is required and the customer's dispute is valid.

- b. Should Contractor and customers not be able to establish a mutually acceptable fee to be charged for special hauling services, the matter shall also be determined by City, and City's decision shall be final.
 - c. Intervention by City is not a condition precedent to any rights or remedies customers or third parties might otherwise have in any dispute with Contractor. Nothing in this Section is intended to affect the remedies of third parties against Contractor or to customer claims for personal injury or property damage.
5. **Website and E-mail Access.** Contractor shall develop and maintain a website with Brea specific links that is accessible by the public and solely dedicated to the operations under this Agreement. Contractor's website shall include all public education and outreach materials produced and distributed under this Agreement and provide the public the ability to e-mail Contractor questions, service requests, or complaints. Contractor shall respond within 24 hours to all customers who leave e-mail messages on any given business day. Contractor may respond to customer e-mails via e-mail or phone.

B. Missed Collections.

- 1. **Missed Collection Complaints.** In the event that a customer has placed its container for collection during the established or designated collection time and reports a missed or incomplete collection directly to the customer service line, Contractor's customer service representative shall not question or contest the customer's claim that the collection was missed or incomplete. In cases where the route driver recorded the container(s) in question as already "collected" or "not out," Contractor shall resolve the complaint as noted in the below subsections.
- 2. **Schedule for Resolution.**
 - a. Contractor shall resolve every customer complaint of a missed or incomplete collection by returning to the customer address and completing the collection. For all complaints related to missed collections that are received by 12:00 p.m. on a business day, Contractor shall return to the customer address and collect the missed materials on the same business day on which the missed collection was reported. For those complaints related to missed collections that are received after 12:00 p.m. on a business day, Contractor shall have until the end of the following business day to resolve the complaint. Contractor's failure to comply with this Section may be subject to liquidated damages in accordance with Section 12.6.
 - b. Contractor shall not be required to return and complete a collection in response to a complaint if Contractor's driver has left a non-collection notice in accordance with Section 5.11.A.4.
- 3. **Courtesy Collections for Admitted Late Set-Outs.** In the event that a customer: (i) reports that its container(s) were placed for collection after Contractor's collection vehicle had already passed the premises for regularly scheduled collection; (ii) does not claim that Contractor missed the collection; and, (iii) requests that Contractor return and collect the containers, Contractor shall return to the customer's premises and provide a courtesy

collection at no charge to the customer. Contractor is not required to provide more than one courtesy collection for admitted late set-outs per customer per calendar year. For residential customers, one courtesy collection represents collection of up to three carts (recyclable materials, organic materials, solid waste) per incident. Contractor shall complete the courtesy collection by the end of the following business day. The provisions of this Section shall only apply if the customer acknowledges during the initial call to the customer service line that the event did not constitute a missed or incomplete collection event by Contractor.

- C. **SB 1383 Non-Compliance Complaints.** For complaints received directly by Contractor in which the person alleges that an entity is in violation of SB 1383 requirements, Contractor shall document the information listed in Exhibit F. Contractor shall provide this information in a brief complaint report to City for each SB 1383 non-compliance complaint within seven days of receipt of such complaint and a monthly summary report of SB 1383 non-compliance complaints in accordance with Exhibit F. Upon City request, Contractor shall conduct follow-up inspections and/or outreach to the violating entity and shall document the information in the reports provided pursuant to Exhibit F.

5.9 Access to Customer Service and Billing Systems

Contractor shall provide access to customer contact information (including e-mail addresses) for purposes of City-provided public education and outreach activities. In addition, Contractor shall ensure that the City Manager and any other City staff, as requested by City, have read-only access to all service order, billing, and customer service records in Contractor's internal information systems. Such read-only access is intended to provide City the ability to review notes related to customer service and billing issues.

5.10 Service Exemptions

- A. **General Exemptions.** Upon customer request, and with written approval from City, Contractor shall cease providing and collecting payment for collection services to a premises that is anticipated to be vacant for no less than 30 days based on verified information from the customer. In addition, upon written direction from City, Contractor shall modify or otherwise cease providing collection services to customers requesting other service exemptions, provided that such customers consistently demonstrate the ability to responsibly manage discarded materials generated at the premises in question, in a manner consistent with applicable law.
- B. **Commercial and Multi-Family Customer Waivers.**
1. **General.** City may grant waivers described in this Section 5.10.B to commercial or multi-family generators that impact the scope of Contractor's provision of service for those customers, provided the generator shall continue to subscribe with Contractor for franchised collection services to the extent such services are not waived by City. Waivers issued shall be subject to compliance with SB 1383 requirements, pursuant to 14 CCR Section 18984.11, or other requirements specified by City in compliance with applicable law.
 2. **Types of Generator Waivers.**
 - a. De Minimis Waivers. City may waive a commercial or multi-family generator's obligation to comply with some or all of the recyclable materials and organic materials requirements set forth in this Agreement, SB 1383, and the City Code if the generator provides documentation or City has evidence demonstrating one of the following de minimis conditions:

- i. The generator's total discarded materials collection service is two cubic yards or more per week, and organic waste subject to collection in a recyclable materials container or organic materials container comprises less than 20 gallons per week, per applicable container, of the commercial business' total waste.
 - ii. The generator's total discarded materials collection service is less than two cubic yards per week, and organic waste subject to collection in a recyclable materials container or organic materials container comprises less than 10 gallons per week, per applicable container, of the generator's total waste.
 - b. Physical Space Waivers. City may waive a commercial or multi-family generator's obligation to comply with some or all of the recyclable materials and organic materials requirements set forth in this Agreement, SB 1383, and the City Code if the generator provides documentation, or City has evidence from its staff, Contractor, licensed architect, engineer, or similarly qualified source demonstrating that the premises lacks adequate space for recyclable materials containers and/or organic materials containers.
 - 3. **Contractor Review of Waiver Requests.** Generators may submit requests for de minimis waivers and physical space waivers to City or Contractor. Within seven days of being notified by City of a waiver request, Contractor shall inspect the generator's premises to verify the accuracy of the application. Contractor shall provide documentation of the inspection, including the date of the inspection, customer name and address, a description of the premises, evaluation of each criterion of the relevant waiver type, and photographic evidence. Contractor shall send this information and documentation to City within three days after the inspection date. City ultimately retains the right to approve or deny any application, regardless of the information provided by Contractor. Contractor shall report information regarding waivers reviewed within the month, if any, in accordance with this Section and Exhibit F.
 - 4. **Service Level Updates.** When City grants a waiver to a customer, or the customer's waiver status changes after a re-verification determination, City shall notify Contractor within seven days with information on the customer and any changes to service level or collection service requirements for the customer. Contractor shall have seven days to modify the customer's service level, customer account data, and billing statement, as needed.
 - 5. **Waiver Re-verification.** City shall be responsible for re-verification of waivers. Upon request, Contractor shall support City in this re-verification process by providing requested customer information as per customer database requirements in Section 5.7. In the event that a waiver status changes, Contractor shall update the customer's information and service level in accordance with Section 5.10.B.4.
- C. **Contractor Service Exemptions.**
- 1. **Disaster Waivers.** In the event of a disaster, City may grant Contractor a waiver of some or all discarded materials collection requirements under this Agreement and 14 CCR 18984 et seq. in the disaster-affected areas for the duration of the waiver, provided that such waiver has been approved by CalRecycle. Any resulting changes in collection requirements shall be addressed as a change in scope in accordance with Section 4.6.

2. **Quarantined Waste.** If approved by City, Contractor may dispose of, rather than process, specific types of organic materials and/or recyclable materials that are subject to quarantine and meet the requirements described in 14 CCR Section 18984.13(d) for a period of time specified by City or until City provides notice that the quarantine has been removed and directs Contractor to transport the materials to the approved facilities for such material.

In accordance with Exhibit F, Contractor shall maintain records and submit reports regarding compliance agreements for quarantined organic materials and recyclable materials that are disposed of pursuant to this Section 5.10.C.

5.11 Contamination Monitoring

A. Annual Route Reviews.

1. Methodology.

- a. Contractor shall conduct route reviews of containers for prohibited container contaminants in a manner that is approved by City and results in all routes being reviewed at least annually.
- b. Contractor's route review shall include all container types in service (recyclable materials, organic materials, and solid waste containers) for all customer types. The containers shall be selected prior to beginning the route review.
- c. Contractor shall ensure that a minimum of 1% of accounts or 25 accounts, whichever is larger, on each and every hauler route are inspected annually to ensure the requirements of SB 1383 contamination minimization route reviews are met.
- d. Contractor shall develop a specific route review methodology to accomplish the above container inspection requirements, and such methodology shall comply with the requirements of 14 CCR Section 18984.5(b). Contractor shall submit its proposed route review methodology for the coming year to City no later than January 15 of each year. Contractor's proposed methodology shall include the schedule for performance of each route's annual review and Contractor's plan for prioritizing the inspection of customers that are more likely to be out of compliance. Contractor may commence with the proposed methodology upon approval by City or CalRecycle.
- e. If City or CalRecycle notifies Contractor that the methodology is inadequate to meet the requirements of 14 CCR Section 18984.5(b), Contractor shall, at its sole expense, revise the methodology and, after obtaining City or CalRecycle approval, conduct additional route reviews, increased container inspections, or implement other changes using the revised procedure. If Contractor's proposed methodology meets the requirements of 14 CCR Section 18984.5(b), but has been deemed inadequate by City, then Contractor shall, at the expense of City, revise the methodology and implement the necessary changes using the revised procedure.
- f. City may require modifications to the schedule to permit observation of the route reviews by City. In addition, Contractor shall provide an e-mail notice to City no less than 10 working days prior to each scheduled route review that includes the specific time(s), which shall be within City's normal business hours, and location(s).

2. **Contamination Notification.** Upon identification of prohibited container contaminants in a container, Contractor shall provide the customer with a notice of contamination in the form of either a courtesy pick-up notice or a non-collection notice.
3. **Courtesy Pick-Up Notice.**
 - a. Upon identification of prohibited container contaminants in a container, Contractor shall provide the customer a courtesy pick-up notice at the customer's door or gate or, subject to City's approval, may deliver the notice by mail, e-mail, or phone. Contractor may also attach courtesy pick-up notices if verified visually while conducting the collection service to the contaminated containers.
 - b. The courtesy pick-up notice shall:
 - i. Inform the customer of the observed presence of prohibited container contaminants.
 - ii. Include the date and time the prohibited container contaminants were observed.
 - iii. Include information on the customer's requirement to properly separate materials into the appropriate containers, and the accepted and prohibited materials for collection in each container.
 - iv. Inform the customer of the courtesy pick-up of the contaminated materials on this occasion with information that Contractor may assess contamination fees following one instance of contaminated materials for commercial customers (provided that the foregoing shall not apply to excluded waste identified and responded to pursuant to Section 6.8.B).
 - v. Include photographic evidence via mail or e-mail.
 - c. The format of the courtesy pick-up notice shall be approved by City.
 - d. Contractor shall collect the contaminated recyclable materials and organic materials and either transport the material to the appropriate approved facility for processing or Contractor may collect the contaminated materials with solid waste and transport the contaminated materials to the designated disposal facility. A courtesy collection of contaminated recyclable materials or organic materials where the materials are sent to the designated disposal facility may be made with a solid waste collection vehicle, provided that the contaminants may safely and lawfully be collected as solid waste.
4. **Non-Collection Notices.**
 - a. Non-Collection Notice. Upon identification of prohibited container contaminants in a container in excess of 10% or more, by volume, or that contain excluded waste, Contractor shall provide a non-collection notice to the generator.
 - b. The non-collection notice shall, at a minimum:
 - i. Inform the customer of the reason(s) for non-collection.
 - ii. Include the date and time the notice was left or issued.

- iii. Describe the premium (extra pick-up) charge to customer for Contractor to return and collect the container after the customer removes the prohibited container contaminants to the extent safe to do so.
 - iv. Provide a warning statement that a contamination processing fee may be assessed for commercial and multi-family bin customers.
 - v. Document photographic evidence of the violation(s).
- c. Communications with Customer. Whenever a container at the premises of a commercial or multi-family customer is not collected, Contractor shall contact the customer on the scheduled collection day or within 24 hours of the scheduled collection day by telephone, e-mail, text message, or other verbal or electronic message to explain why the container was not collected. Whenever a container is not collected because of prohibited container contaminants, a customer service representative shall contact the customer to discuss and encourage the customer to adopt proper discarded materials preparation and separation procedures.
- d. Contractor Return for Collection. Upon request from a customer, Contractor shall collect containers that received non-collection notices within one working day of the customer's request if the request is made at least two working days prior to the regularly scheduled collection day. Contractor shall bill the customer for the extra collection service event ("extra pick-up") at the applicable rates only if Contractor notifies the customer of the premium rate for this service at the time the request is made.
5. **Assessment of Contamination Processing Fees.**
- a. For commercial and multi-family bin customers, if Contractor observes 10% or more, by volume, of prohibited container contaminants on more than one occasion and issues a prior courtesy pick-up notice on that initial instance of contamination, then Contractor may impose a contamination fee for that customer's service level. The intent of commercial contamination fees is to provide a behavioral tool to educate and prevent customers from placing source separated discarded materials into the improper designated container(s), as well as to cover the increased costs to dispose of the contaminated loads. To ensure that the assessment of fees is to be used for the intended purposes and not as a form of revenue generation, contamination fees shall not exceed the following percent of Contractor's gross receipts in any calendar quarter: 1% for the first two years after the Effective Date; 3% for the following three years; and 5% for the remainder of the term of this Agreement. In the event that contamination fees exceed the applicable limit in any calendar quarter, the assessment of contamination fees shall be suspended immediately and indefinitely pending a program assessment by the parties. Upon program suspension or at the request of City, the parties shall meet and confer regarding the application and effectiveness of contamination fees in accomplishing the behavior change. If the program is suspended due to excessive revenue generation, City may require Contractor to either: (i) modify the program parameters; (ii) modify the amount of the contamination fee; or, (iii) return to City any funds generated by the contamination fee that exceed the thresholds noted above of Contractor's gross receipts for a given period of time, with such funds to be used for customer education and outreach and/or related programs to reduce contamination. The foregoing limitations on the

contamination fee shall not apply to excluded waste for which the customer (once identified in accordance with this Agreement) shall pay Contractor for all costs and fees associated with the inclusion of such excluded waste.

- b. Failure to comply with the requirements of this Section 5 may be subject to liquated damages in accordance with Section 12.6.
- c. Contractor shall provide a notice of the contamination fee as required by 3.a above prior to assessing the contamination fee.
- d. Contamination Processing Fee Notice. Contamination processing fee notices shall be in a format approved by City. Contractor shall notify City in its monthly report of customers for which contamination processing fees were assessed per this Section. Each contamination processing fee notice shall:
 - i. Describe the specific material(s) of issue.
 - ii. Explain how to correct future set-outs.
 - iii. Indicate that the customer will be charged a contamination processing fee on the next bill.

6. Reporting Requirements.

- a. Container Contaminant Log. The driver or other Contractor representative shall record each event of identification of prohibited container contaminants in a written log or in the on-board computer system including date, time, customer's address, type of container, and photographic evidence. Photographic evidence by the driver or other Contractor representative shall be provided to City if requested by the customer or City for identified occurrences.
- b. Contaminant Fees Assessment Report. Contractor's contract administrator or their designee shall update the customer's account records to note the contaminant event(s) as identified by driver(s) and/or other Contractor personnel upon identification. Contractor shall maintain records and report to City monthly on contamination monitoring activities and actions taken, consistent with the submittal timing and content requirements of Exhibit F. Failure to meet the requirements of this Section may be subject to liquidated damages in accordance with Section 12.6.
- c. Monthly Report. The monthly report shall include: list of customers that were assessed charges; photographic evidence of each contamination event where a fee was assessed if requested by the customer or City for identified occurrences; verification processes to assure accurate fee assessment; date of notification, form(s) of notification given to customer; list of efforts made in educating the customer that was assessed a fee; list of customer complaints in response to fee assessment; Contractor's response and actions taken in response to customer complaints; and, the dollar amount of contamination fees assessed during the reporting period. Failure to meet the requirements of this Section may be subject to liquidated damages in accordance with Section 12.6.

5.12 Route Audit

- A. Upon City's request (but not more than once every four years), Contractor shall conduct an audit of its collection routes in Brea. City may use information from the audit to develop a request for

proposals for a new service provider. City may instruct Contractor when to conduct the audit in order for the results to be available for use in preparation of a request for proposals or for other City uses provided that City provides Contractor with reasonable notice of such audit. City may also instruct Contractor to conduct an audit at a time that would produce the most accurate customer service information for a new service provider to use in establishing service with customers. In setting these audit dates, City will reasonably establish deadlines for Contractor to provide routing and account information, and later the report, to City.

- B. The route audit, at minimum, shall consist of an independent physical observation by a City-approved person other than the route driver, or observation by onboard technology, if available, and if approved by City, which approval shall not be unreasonably withheld. The route audit information shall include, as a minimum, the following information for each account:
1. For cart customers:
 - a. Route number.
 - b. Truck number.
 - c. Number and size of carts by waste stream (solid waste, recyclable materials, and organic materials).
 - d. Cart condition.
 2. For bin and roll-off customers:
 - a. Route number.
 - b. Truck number.
 - c. Account name.
 - d. Account number.
 - e. Account service address.
 - f. Account type (residential, commercial, roll-off box).
 - g. Service level per contractor billing system (quantity, size, frequency, waste stream).
 - h. Observed containers (quantity, size, frequency, waste stream).
 - i. Container condition.
 - j. Proper signage.
 - k. Graffiti.
 3. Within 30 days after the completion of the route audit, Contractor shall submit to City a report summarizing the results of the audit. This summary shall include:
 - a. Identification of the routes.
 - b. Route map.
 - c. Truck numbers.
 - d. Number of accounts, by route and in total (residential, commercial, and roll-off box).
 - e. Confirmation that all routes are dedicated exclusively to Brea customers.
 - f. Number and type of exceptions observed.

- g. Name and addresses of customers that do not have source separated recyclable materials collection services and documentation of waivers if any for each account.
 - h. Name and addresses of customers that do not have source separated organic materials collection services and documentation of waivers, if any, for each account.
 - i. Total monthly service charge (residential, commercial, and roll-off box), pre-audit for each customer.
 - j. Total monthly service charge (residential, commercial, and roll-off box), post-audit (subsequent to corrections of identified exceptions) for each customer.
4. The report shall include a description of the procedures followed to complete the route audit. This description shall include the names and titles of those supervising the route audits and the name and titles of those performing the observations. The report shall also include a description of the changes and Contractor's plans to resolve the exceptions. The results of the audit and supporting back-up data shall be available for review by City.

5.13 Preparation of CalRecycle Electronic Annual Report (EAR)

Contractor shall prepare, and submit to City for review and approval, the draft EAR by July 1 of each calendar year. Contractor shall revise the EAR upon receipt of revisions made by City, and City will submit the final draft EAR to CalRecycle.

ARTICLE 6. STANDARD OF PERFORMANCE

6.1 General

Contractor shall at all times comply with applicable law and provide services in a manner that is safe to its employees and the public. Except to the extent that a higher performance standard is specified in this Agreement, Contractor shall perform services in accordance with recyclable materials, organic materials, and solid waste management practices common to the County area.

6.2 Operating Hours and Schedules

- A. **Hours of Collection.** Unless otherwise authorized by City, Contractor's days and hours for Collection operations shall be as follows:
- 1. **Residential Premises.** Collection from residential premises shall only occur between the hours of 7:00 a.m. and 8:00 p.m., Monday through Saturday, unless otherwise provided for in Chapter 8.28 of the City Code. Collection at residential premises shall not occur on Saturdays; excepting temporary bin services and collection occurring on Saturdays following such holidays as may be approved by City, or as required for special collections or to address a missed collection or failure to set out event. No collection services shall occur on Sundays at residential premises, except in exceptional circumstances for which specific approval is given by City.
 - 2. **Commercial Premises.** Collection from commercial premises in close proximity to residential premises shall only occur between the hours of 7:00 a.m. and 8:00 p.m., Monday through Saturday, unless otherwise provided for in Chapter 8.28 of the City Code. Collection from commercial premises otherwise may occur between the hours of 5:00 a.m. and 8:00 p.m.

Collection services may occur at commercial premises on Sundays; provided, however, no such service shall occur on Sundays in connection with any premises at which City determines such service would be contrary to the public interest. City may require Contractor to comply with time frames applicable to residential premises in connection with collection services for customers at commercial premises whose premises are in close proximity to residential premises.

3. **City Facilities.** The collection schedule for City facilities shall be the same as commercial premises.
- B. **Changes in Collection Routes.** Contractor shall establish collection routes and a collection schedule that shall be approved by City such that customers at all residential and commercial premises will have not less than one established collection day each week. Contractor shall provide City with route maps identifying at a minimum the type of route (e.g., single-family, multi-family, commercial) and the service day. Contractor may propose changes or additional routes for City approval, which shall not be unreasonably withheld. If a standard collection route change is approved, Contractor shall notify all affected customers 14 days prior to implementing the new route. Failure to obtain City approval on route changes resulting in service day changes for customers shall be subject to liquidated damages in accordance with Section 12.6 of this Agreement.
- C. **Commingling of Routes.**
1. During its collection process, Contractor shall not commingle solid waste collected within Brea with solid waste collected in other jurisdictions based on Contractor's methodology to account for solid waste collected within Brea, any other jurisdiction, or on behalf of any other entity operating or existing within Brea that is not subject to this Agreement, and Contractor is specifically prohibited from combining collection routes related to services provided pursuant to this Agreement with collection routes for other jurisdictions. Notwithstanding the forgoing, if written consent of CalRecycle and City is obtained, then Contractor may commingle such solid waste collected within Brea in a collection vehicle with solid waste collected from premises in other jurisdictions.
 2. City may grant consent for such commingling in its absolute and sole discretion if it determines the methodology used to account for commingled solid waste is reasonably likely to result in City being in compliance with applicable laws. City may withdraw consent if it determines the methodology used to account for commingled solid waste is reasonably likely to result in City not being in compliance with applicable laws. As of the Effective Date, commingling of routes for the collection of recyclable materials and organic materials from customers at commercial premises and multi-family dwellings is approved by City, using a methodology for tracking such types of solid waste generated in Brea and in other jurisdictions that is premised upon container capacity.
- D. **Holiday Collection.** Contractor, at its sole discretion, may choose not to provide collection services on a holiday. In such event, Contractor shall provide single-family collection services on the day following the holiday thereby adjusting subsequent work that week with normally scheduled Friday collection services being performed on Saturday; however, customer service days shall be returned to the normal schedule within one week of the holiday. Multi-family, commercial, and City collection services shall be adjusted as agreed between Contractor and the customer but must meet the minimum frequency requirement of one time per week. Contractor shall provide customers notice of holiday-related changes in collection schedules at least two weeks prior to the change.

6.3 Collection Standards

- A. **Servicing Containers.** Contractor shall collect and return each container to the approximate location where the occupant placed the container for collection. Contractor shall place the containers upright with lids properly secured. For customers other than single-family residential customers, Contractor may provide scout service, pullout service, accessing container enclosures with a key or access code, or locking bin service as described in Exhibit B3.
- B. **Non-Collection, Courtesy Pick-Up Noticing.**
1. Within 30 days of the Effective Date, Contractor shall develop and submit to City for review and approval:
 - a. A template non-collection notice, for use in instances of acceptable non-collection of discarded materials.
 - b. A template courtesy pick-up notice, for use in instances of improper set-out of discarded materials, which Contractor, at its sole option, elects to collect as a courtesy to the customer.
 2. In the event that Contractor is prevented from collecting discarded materials that have been placed for collection, Contractor shall leave a non-collection notice at the customer premises clearly explaining Contractor's refusal to collect the discarded materials. Contractor shall not be required to collect discarded materials that are reasonably believed to contain excluded waste. Contractor may propose an alternative to a paper non-collection notice left at customer premises (e.g., customer notification via a phone call or e-mail) subject to City approval. Such an alternative must involve pro-active communication with the customer, initiated by Contractor.
 3. In the event that Contractor encounters circumstances at a premises that allow for safe collection of discarded materials but do not otherwise reflect proper set-out procedures (including spills not caused by Contractor, carts placed too close together, carts placed in front of one another, and carts placed too close to parked cars), Contractor shall collect the material and leave a courtesy pick-up notice clearly explaining how the customer failed to comply with proper set-out procedures.
 4. Contractor may educate the public on proper set-out procedures designed to maximize the efficiency of collection (e.g., carts spaced three feet apart). However, Contractor acknowledges that such procedures are not practical in all circumstances and failure of the customer to follow such procedures does not constitute a reason for non-collection if the discarded materials may be safely and reasonably serviced. Contractor's route drivers shall dismount their collection vehicles and reposition containers as necessary to provide collection service. Contractor may not require a customer to set out the customer's containers in such a manner that would block vehicle access to the customer's driveway. Contractor and customers may mutually agree to uncommon service locations if necessary for collection in specific areas (e.g., setting out all of the carts in a court in a line down the middle of the court as opposed to curbside.)
 5. Contractor may refuse to collect recyclable materials or organic materials containers that are contaminated and shall leave an approved non-collection notice informing customer how to properly separate materials.
- C. **Litter Abatement.**

1. Contractor shall use due care to prevent spills or leaks of material placed for collection, fuel, and other vehicle fluids while providing services. If any materials are spilled or leaked during collection and transportation by Contractor, then Contractor shall clean up all spills or leaks before leaving the site of the spill.
 2. Contractor shall not transfer loads from one vehicle to another on any public street, unless it is necessary to do so because of mechanical failure, combustion of material in the truck, or accidental damage to a vehicle.
 3. Contractor shall cover all open roll-off boxes at the pick-up location before transporting materials to an approved facility or the designated disposal facility.
 4. Contractor shall conduct public outreach and staff training to customers on best management practices for litter abatement at no extra charge. Such best management practices include:
 - a. Closing container lids and right-sizing service: Contractor shall tag overfilled containers with courtesy pick-up notices, which will serve as outreach and education to the customer. Photographs of the container shall be taken by drivers, attached to the customer's account, and will be available to outreach and customer service staff in order to demonstrate to the customer where a problem exists.
 - b. Outreach to customers on the importance of bagging lightweight materials such as plastic bags, film plastics, foam peanuts, and other materials that can easily become litter due to their lightweight nature.
 - c. Driver training on litter reduction techniques and litter removal best management practices.
 - d. Affixing to the back of Contractor trucks signage that provides a phone number for residents to report material spills.
- D. **Development and Review of Collection Specifications.** Contractor shall work with City to develop standard specifications for collection container enclosures at commercial and multi-family premises in compliance with the City Code. These specifications shall be developed to ensure that the container enclosures are built to provide adequate space and suitable configuration to allow Contractor to safely and efficiently service the containers. Contractor's operations manager or other appropriately qualified staff shall, upon request by City, provide a review of plans for new multi-family and commercial development or project design drawings. Contractor shall provide comments and recommendations in writing within 10 working days of receipt of the documents for review. In each review report, Contractor shall comment on the acceptability of the proposed enclosure arrangements in terms of the: (i) adequacy of space for recyclable materials, organic materials, and solid waste containers; (ii) accessibility of the containers for collection, including whether additional charges (e.g., pullout or scout service) would apply; and, (iii) ease of use by tenants.
- E. **No Commingling of Materials.** Contractor shall not commingle materials that have been properly source separated with other material types (for example, source separated recyclable materials that have been properly placed for collection shall not be combined with solid waste or source separated organic materials).

6.4 Transfer and Processing Standards

A. Equipment and Supplies.

1. Contractor shall equip and operate the approved processing facilities in a manner to fulfill its obligations under this Agreement. Contractor is solely responsible for the adequacy, safety, and suitability of the approved processing facilities. Contractor shall modify the approved processing facilities as needed to perform this Agreement.
2. Contractor or its approved processing facility subcontractors, as applicable, shall provide all rolling stock, stationary equipment, material storage containers, spare parts, maintenance supplies, transfer, transport, processing equipment, and other consumables as appropriate and necessary to operate the approved processing facilities and provide all services required by this Agreement. Contractor or its approved processing facility subcontractors shall place the equipment in the charge of competent operators and shall repair and maintain all equipment at its own cost and expense.

B. Scales and Weighing.

1. **Accurate Weighing.** Contractor is solely responsible for ensuring accurate weighing of all materials delivered pursuant to this Agreement as they are entering and/or leaving the approved processing facilities.
2. **Facility Scales.** Contractor shall maintain state-certified motor vehicle scales in accordance with applicable law. All scales shall be linked to a centralized computer recording system at the approved processing facilities to record weights for all incoming and outgoing materials. Contractor shall provide back-up generators capable of supplying power to the scales in the event of a power outage. Contractor shall promptly arrange for use of substitute portable scales should its usual scales be unavailable. Pending substitution of portable scales, Contractor shall, as necessary, estimate the tonnages of materials delivered to and transported from the approved processing facilities on the basis of delivery vehicle and transfer trailer volumes, unloaded ("tare") weights, and other available facility weight records. These estimates shall take the place of actual weights while scales are inoperable and shall be identified as estimates in electronic records and reporting. The requirements in this Section shall apply only to scales at facilities owned or operated by Contractor and utilized for disposal or processing pursuant to this Agreement.
3. **Tare Weights.** Within 30 calendar days of the Effective Date, Contractor shall ensure that all vehicles used by Contractor to deliver recyclable materials, organic materials, and solid waste to the approved processing facilities are weighed to determine tare weights. Contractor shall electronically record the tare weight, identify vehicle as Contractor-owned, and provide a distinct vehicle identification number for each vehicle. Contractor shall provide City with a report listing the vehicle tare weight information upon request. Contractor shall promptly weigh additional or replacement vehicles prior to placing them into service. Contractor shall check tare weights annually and within 14 calendar days of a City request. Contractor shall re-tare vehicles immediately after any major maintenance or service event.
4. **Testing.** At any facilities owned or operated by Contractor and utilized for disposal or processing pursuant to this Agreement, Contractor shall test and calibrate all scales in accordance with applicable law but at least one test and recalibration per scale every 12 months or upon City request.

5. **Records.** Contractor shall maintain computerized scale records and reports that provide information including date of receipt, inbound time, inbound and outbound weights of vehicles, and vehicle identification number. Contractor shall also maintain computerized scale records and reports providing historical vehicle tare weights for each vehicle and the date and location for each tare weight recorded.
6. **Upon-Request Reporting.** If vehicles receiving and unloading operations are recorded on video cameras at the approved processing facilities, Contractor shall (to the extent Contractor owns or operates such facilities) make those videos available for City review during the approved processing facility's operating hours, upon request of City, and shall provide the name of the driver of any particular load if available.

6.5 Collection Vehicle Requirements

A. Vehicle Requirements.

1. Contractor shall provide a fleet of collection vehicles sufficient in number and capacity to efficiently perform the work required by this Agreement. Contractor shall have available sufficient back-up vehicles for each type of collection vehicle used to respond to scheduled and unscheduled maintenance, service requests, complaints, and emergencies.
2. All vehicles used by Contractor shall be of size, weight, nature, and type to be minimally intrusive on the community with respect to noise, emissions, maneuverability, safety, fuel efficiency, and other factors necessary to minimize impacts of Contractor's services. All such vehicles shall have watertight bodies designed to prevent leakage, spillage, or overflow and shall comply with applicable laws. In the event a particular vehicle used by Contractor causes complaints as a result of fluid spills or leakage, Contractor will remove the vehicle immediately (same day) from service and repair the vehicle before returning to service or replace the vehicle in the fleet as necessary. Each piece of equipment used by Contractor shall carry at all times a broom and shovel to be used for the immediate removal of any spilled material. Contractor's vehicles shall utilize recycled motor oil to the extent practicable.
3. Contractor shall annually investigate the ability to procure qualified RNG with its fueling provider and shall implement the use of such fuel to the maximum available extent provided that the premium cost of qualified RNG does not cause Contractor's total fuel expense to increase by more than 10%. Contractor shall make commercially best efforts to seek and utilize RNG that is purchased through a wheeling agreement, provided that the wheeling agreement is for purchase of gas derived from organic waste that has been diverted from a landfill and processed at an in-vessel digestion facility that is permitted to recycle organic waste and meets SB 1383 requirements. Contractor shall maintain records of the amount of RNG purchased and shall report this information in accordance with Exhibit F. Contractor shall allow City to report this RNG usage toward City's fulfillment of its annual recovered organic waste product procurement target.
4. Collection vehicles shall have the capacity to collect and transport loose cardboard overages to ensure that Contractor is capable of complying with Exhibit B.
5. Collection vehicles shall present a clean appearance while providing service. Solid waste collection vehicles shall be washed at least once every seven days.

6. The body of each truck of Contractor shall have a metal cover covering at least 50% of the truck body at all times and the remaining 50% shall be covered by a tight fitting, waterproof tarpaulin, which shall be securely tied in order to cover discarded materials when the vehicle is being used to transport its contents to the place of disposal or otherwise of a design and construction approved by the City Manager.
 7. All collection vehicles shall comply at all times with applicable laws including CARB's truck and bus regulation (13 CCR 2025) and advanced clean trucks regulation (13 CCR 1963-1963.5 and 2012-2012.2). The parties acknowledge the requirements of the advanced clean fleets regulation, and Contractor acknowledges that vehicles with a gross vehicle weight rating greater than 8,500 pounds and light-duty package delivery vehicles operated in California may be subject to the advanced clean fleets regulation. Contractor's collection vehicles may therefore be subject to requirements to reduce emissions of air pollutants. All collection vehicles shall meet on-road heavy duty vehicle emissions requirements for model year purchased if newer. Contractor is aware that the advanced clean fleets regulation is a current state law and Contractor's compliance with the advanced clean fleets regulation, as it may be amended, throughout the term shall be eligible to request an extraordinary adjustment pursuant to Section 9.5. The parties agree to meet and confer regarding Contractor's obligation to transition to zero-emission fleet and to incur costs associated with such transition in order to not burden City disproportionately relative to other jurisdictions or agencies serviced by Contractor or its affiliates. The parties understand and agree that each municipality served by Contractor is a unique service model based on the specific contractual requirements and service requirements of the particular municipality.
- B. **Vehicle Display.** Contractor's name and a vehicle number shall be visibly printed or painted in letters not less than five inches in height on both sides and the rear of each collection vehicle, including vehicles rented from a subcontractor that are being utilized to provide collection services in Brea. Additionally, the words "Serving the City of Brea" shall be displayed on both sides of every residential collection vehicle in letters not less than three inches in height.
- C. **Vehicle Inspection.** Contractor shall inspect each vehicle daily to ensure that all equipment is operating properly. Vehicles that are not operating properly shall be taken out of service until they are repaired and operate properly. Contractor shall repair or arrange for the repair of all its vehicles and equipment for which repairs are needed because of accident, breakdown, or any other cause so as to maintain all equipment in a safe and operable condition. City may inspect vehicles at any reasonable time to determine compliance with sanitation requirements.
- D. **Vehicle Operations.** All collection operations shall be conducted as quietly as possible and shall conform to applicable noise level regulations, including the requirement that the noise level during the stationary compaction process not exceed 60 decibels with the exception of 65 decibels for one minute duration. All decibel readings shall be based on a distance of 10 feet from the vehicle. City may request Contractor to check any piece of equipment for conformance with the noise limits in response to complaints and when City deems necessary.
- E. **Leaks and Spill Mitigation.** Contractor shall clean up any leaks or spills from its vehicles per the NPDES permit. Contractor shall notify City of any leaks or spills reported to Contractor or observed by any employee of Contractor. Contractor shall ensure that it initiates remediation of leaks or spills within two hours of notification or observation. Contractor shall notify City immediately upon remediation of leaks or spills. No pollutant that leaks, spills, or otherwise escapes from any Contractor vehicle shall be allowed to enter a storm drain. All NPDES dry-cleaning measures shall be complied with. All collection vehicles shall be equipped with absorbent for such cleanup efforts.

Contractor shall provide photographic evidence to City for each clean up. Payment of liquidated damages for failure to clean up leaks or spills within the required timeframe, or for failure to follow the cleanup procedures, does not excuse Contractor from the clean-up requirements.

- F. **Costs of Operation and Damages.** Contractor shall be responsible for any costs incurred in connection with ensuring all collection vehicles comply with applicable laws including laws relating to noise, fuels, emission standards, or weight limits.

6.6 Container Requirements

- A. **Containers Provided to Customers.** Contractor shall provide containers to new customers within three working days of Contractor's first receipt of a service initiation request. Containers shall be new or fully refurbished in as-new condition and shall comply with the container standards set forth in this Section. All containers shall display Contractor's name, logo, telephone number, website, capacity (yards or gallons), and an identifying inventory or serial number.

B. **Container Standards.**

1. All carts shall be manufactured by injection or rotational molding methods. The cart handles and handle mounts may be an integrally molded part of the cart body or molded as part of the lid. The cart handles shall provide comfortable gripping area for pulling or pushing the cart or lifting the lid. Pinch points are unacceptable. Carts shall have a useful life of 10 or more years as evidenced by a manufacturer's warranty or other documentation acceptable to City.
2. Carts shall meet the following durability requirements: maintain original shape and appearance; be resistant to kicks and blows; require no routine maintenance and essentially be maintenance free; not warp, crack, rust, discolor, or otherwise deteriorate over time in a manner that shall interfere with intended use; resist degradation from ultraviolet radiation; be incapable of penetration by biting or clawing of household pets (i.e., dogs and cats); have bottoms that remain impervious to damage that would interfere with the cart's intended use after repeated contact with gravel, concrete, asphalt, or any other rough and abrasive surface; and, have wheel and axle assemblies to provide continuous maneuverability and mobility as originally designed and intended.
3. Carts shall be resistant to: common household or residential products and chemicals; human and animal urine and feces; and, airborne gases or particulate matter present in the ambient air.
4. All bins with a capacity of one cubic yard or more shall meet applicable safety laws and be covered with attached lids.
5. Contractor shall obtain City's written approval of container material, design, colors, labeling, and other specifications before acquisition, painting, labeling, or distribution occurs.
6. When purchasing plastic collection containers, Contractor shall purchase containers that contain a minimum of 10% post-consumer recycled plastic content, unless such requirement is waived by City.
7. Container lids shall be designed such that the following requirements are met when properly utilized by the customer:
 - a. Prevents the intrusion of rainwater and vectors.

- b. Prevents the emissions of odors.
 - c. Enables the free and complete flow of material from the container during the dump cycle without interference with the material already deposited in the truck body or the truck body itself and its lifting mechanism.
 - d. Permits users of the cart to conveniently and easily open and shut the lid throughout the serviceable life of the cart.
 - e. Hinges to the cart body in such a manner to enable the lid to be fully opened, free of tension, to a position whereby it may rest against the backside of the cart body.
 - f. Prevents damage to the container body, the lid itself, or any component parts through repeated opening and closing of the lid by generators or in the dumping process.
 - g. Remains closed in 25 miles per hour winds. All lid hinges shall remain fully functional and continually hold the lid in the original designed and intended positions when either opened or closed or any position between the two extremes.
 - h. Designed and constructed such that it prevents physical injury to the user while opening and closing the cart.
8. Containers shall be stable and self-balancing in the upright position, when either empty or loaded to maximum design capacity with an evenly distributed load, and with the lid in either a closed or an open position. Containers shall be capable of maintaining upright position in 25 miles per hour winds.
9. Containers shall be capable of being easily moved and maneuvered, if applicable, with an evenly distributed load equal in weight to its maximum design capacity on a level, sloped or stepped surface.
10. Containers shall be recyclable at the end of their useful life.
11. Containers shall be designed and constructed to be watertight and prevent the leakage of liquids.

C. Container Colors.

1. Contractor shall provide customers with collection containers that comply with the color requirements specified in this Section, or as otherwise specified in 14 CCR Section 18982; 14 CCR, Division 7, Chapter 12, Article 3; or other applicable law. Colors shall be colorfast and resistant to fading as a result of weathering or ultraviolet degradation, and the lids and bodies shall be uniform for each container type, as follows:
- a. Recyclable materials container lids shall be blue.
 - b. Organic materials container lids shall be green.
 - c. Solid waste container lids shall be black or grey.
 - d. Source separated food waste container lids shall be brown.
2. Hardware such as hinges and wheels on the containers may be a different color than specified above. All containers, including split-bins, shall comply with these color requirements. Each section of the split-bin shall be painted in accordance with the color requirements in this Section for the applicable discarded material type intended for that

segregated section of the bin (e.g., a split-bin for solid waste and recyclable materials shall be half gray and half blue, respectively).

D. Container Labeling.

1. Solid waste, recyclable materials, and organic materials carts shall carry stickers, labels, or other identifying markings indicating the materials that can and cannot be placed in each container.
2. All containers that are not currently in Contractor's inventory shall include a label with the following: primary materials accepted; a clear indication of prohibited container contaminants; and, notification forbidding hazardous waste and describing proper disposal thereof. Design for the labels shall be approved by City prior to Contractor's ordering of labels. Lids shall be replaced when current in-mold labels or other container markings become worn but no later than 90 days of request from City or customer. Information on the containers shall include the telephone number to call Contractor for bulky item pick-ups and for general customer service. Contractor may also add to the required label information a QR code that can be scanned by the customer's personal digital devices, including cell phones, to allow the customer to review information including container materials accepted, prohibited container contaminants, and other information concerning SB 1383 programs that can be updated over time to reflect new information or program changes. All containers shall be labeled in accordance with CalRecycle requirements and applicable law. Labels shall be designed to include English, Spanish, and Korean, and Traditional Chinese. If utilized, container labeling shall be on the top of the lid and/or on the body of the cart and shall be reviewed and approved by City.

E. Repair and Replacement of Containers; Inventory.

1. Contractor shall be responsible for repairing or replacing containers when Contractor determines the container is no longer suitable for service or when City or the customer requests replacement of a container that does not properly function, leaks, is damaged, or is otherwise not fit for service. Contractor shall be responsible for acquiring and providing the replacement containers. Contractor shall repair or replace all damaged or broken containers within three working days of a customer or City request. Minor cracks, holes, and other damages to hinges, wheels, axle, hardware, and other component parts shall be readily repairable by Contractor personnel. All repairs shall restore the cart to its full functionality.
2. Contractor shall maintain a sufficient inventory of containers to accommodate new customer requests for service, requests for change in service levels (size, type, or number of containers) from current customers, and requests for replacement due to damage. All replacement containers requested by customers and any newly deployed containers for new services shall be new and SB 1383 color compliant.
3. Contractor shall provide to single-family residential customers at least one free cart replacement for the 12-month period July 1 – June 30 of any contract year for any reason, upon customer request. If a customer requests more than one cart replacement during the period July 1 to June 30 of any contract year, then Contractor shall make carts available at the City-approved rate for such services. In addition, single-family residential customers may also request one cart size exchange per rate period at no charge. All such containers shall be provided within three working days of request. Contractor's failure to comply with the container requirements may result in assessment of liquidated damages in accordance with Section 12.6.

4. Bins shall be replaced on Contractor's normal replacement schedule and any new bins placed into service shall comply with the color and labeling requirements of SB 1383. All refuse, source separated recyclable materials, and/or organic materials bins at a customer location shall be uniform in color.

F. Maintenance, Cleaning, Painting.

1. Containers shall be maintained in a safe, serviceable, and functional condition, and present a clean appearance. Contractor shall repair or replace all customer containers damaged by collection operations in accordance with standards specified in this Section unless damage is caused by the customer's gross negligence, in which case, the customer may be billed for repair or replacement of container at the City-approved rate. All containers shall be maintained in a functional condition.
2. Contractor shall steam clean and/or repaint all customer containers as needed to present a clean appearance. Contractor shall offer steam cleaning service (or clean container exchange) to customers requesting such service and may charge customers for such cleaning (or container exchange).
3. Contractor shall remove graffiti from all customer containers within two working days or notification at no additional charge.

G. Monitoring of Container Enclosures.

1. A container may be considered overfilled when discarded materials project above its rim in a manner that impedes the complete closure of a container's lid and/or when discarded materials are placed outside the container and/or allowed to accumulate, making access to the container unsafe for collection.
2. In the event that a multi-family dwelling or bin commercial customer overfills its bin(s), Contractor shall follow the following procedures in an effort to correct the problem, charge customer in accordance with the approved rate schedule, and/or, if necessary, increase service levels. For any over-fill occurrences, Contractor will document occurrence with a photograph. Contractor shall send a notification to the customer, including a photograph of the overage, and a statement advising of service alternatives including right-sizing opportunities, as well as notifying the customer of an overflow charge and of a possible increase in service level and the related costs. Notification of over-fill can occur via e-mail, invoice statement, or other City approved method. Contractor shall document in its records the location of the encountered overage, a photograph, as well as the outreach material provided to the customer. Contractor shall provide this information to City upon request.

6.7 Personnel

- A. **General.** Contractor shall furnish such qualified personnel as may be necessary to perform this Agreement in a safe and efficient manner. Contractor shall assure that its employees present a neat appearance and conduct themselves in a courteous manner. Contractor shall not permit its employees to accept, demand, or solicit, directly or indirectly, any additional compensation, or gratuity from customers or members of the public.
- B. **Driver Qualifications.** Drivers shall have in effect a valid license, of the appropriate class, issued by the DMV. Contractor shall use the DMV's Class II employer "Pull Notice Program" to monitor its drivers for safety.

- C. **Safety Training.** Contractor shall provide suitable operational and safety training for all employees who operate collection vehicles or equipment. Contractor shall train its employees to identify, and not to collect, excluded waste. Upon request, Contractor shall provide City a copy of Contractor's safety policy and safety training program, the name of its safety officer, and the frequency of its trainings.
- D. **Designated Staff.**
1. **Contractor's Contract Administrator.** Contractor shall designate at least one qualified employee as City's primary point of contact with Contractor who is principally responsible for collection operations and resolution of service requests and complaints. Such individual shall be empowered to negotiate on behalf of and bind Contractor with respect to any changes in scope, dispute resolution, compensation adjustments, and service-related matters. Such individual is defined as Contractor's Contract Administrator. The City Manager shall be made aware of the name, position, e-mail, and telephone number of this individual, and in the event the Contractor's Contract Administrator is changed, Contractor shall notify the City Manager within 48 hours of the change.
 2. **Field Supervisor.** Contractor shall designate one qualified full-time employee as supervisor of field operations. At least 50% of the field supervisor's time shall be dedicated to field checking on collection operations, including responding to customer requests, inquiries, and complaints.
 3. **Recycling Coordinator/Sustainability Advisors; Route Auditors.** Contractor shall dedicate the equivalent of one full-time recycling coordinator/sustainability advisor and the equivalent of one-half of a full-time route auditor or compliance monitor to City to complete outreach to customers and develop and implement all public education and outreach activities required under this Agreement. The recycling coordinator/sustainability advisor and route auditors shall conduct outreach, promote waste reduction, recycling, diversion programs, provide technical assistance to multi-family and commercial customers, and upon City request, assist with the distribution of City purchased kitchen pails.
 - a. The recycling coordinator/sustainability advisor shall work exclusively on City programs and services and shall not have other non-City responsibilities or other City responsibilities not related to recycling coordinator/sustainability advisor responsibilities in Brea.
 - b. The recycling coordinator/sustainability advisor shall visit each school located within Brea each rate period to discuss environmental issues with students, read books, and facilitate craft activities.
 - c. Contractor shall provide a fully trained and experienced recycling coordinator/sustainability advisor. In the event of a resignation, Contractor shall have 90 calendar days to provide a replacement.
 - d. At any time, City may, for good cause, request that a Recycling Coordinator/Sustainability Advisor be reassigned to no longer perform any work relating to this Agreement and City shall provide a statement describing the specific good cause reason for such request. Contractor shall promptly review the request and meet and confer with City. Upon confirmation of good cause, Contractor shall remove the identified employee(s) from performing any work related to this Agreement as allowed by and subject to the provisions of any applicable collective bargaining

agreement. As used herein, “good cause” means: adjudicated criminal conduct following a trial or plea; conduct that is agreed by the parties to be a threat or harm to persons or property; or, that is agreed by the parties to be socially unacceptable.

- e. Contractor shall afford City a reasonable opportunity to review, request modifications to, and approve all outreach and educational materials including print, radio, television, or internet media before publication, distribution, and/or release. The recycling coordinator/sustainability advisor shall also work cooperatively with any City-appointed outreach and education consultant.

E. Key Personnel.

1. Contractor shall make every reasonable effort to maintain the stability and continuity of its staff assigned to perform this Agreement. Contractor shall notify City of any changes in Contractor’s key staff assigned to perform this Agreement.
2. Notwithstanding City’s approval of Contractor’s personnel, Contractor shall not be relieved from any liability resulting from the work performed under this Agreement, nor shall Contractor be relieved from its obligation to ensure that its personnel maintain all requisite certifications, licenses, and the like.
3. At any time, City may, for good cause, request that any of Contractor’s non-management employees be reassigned such that they no longer perform any work relating to this Agreement and City shall provide a statement describing the specific good cause reason for such request. Contractor shall promptly review the request and meet and confer with City. Upon confirmation of good cause, Contractor shall remove the identified employee(s) from performing any work related to this Agreement as allowed by and subject to the provisions of any applicable collective bargaining agreement. The vacated position(s) shall be filled by Contractor with a suitable replacement within 10 calendar days or as soon thereafter as practicable. As used herein, “good cause” means: adjudicated criminal conduct following a trial or plea; conduct that is agreed by the parties to be a threat or harm to persons or property; or, conduct that is agreed by the parties to be socially unacceptable.

6.8 Hazardous Waste Inspection and Handling

A. Inspection Program and Training.

1. Contractor shall develop a load inspection program that includes the following components: (i) personnel and training; (ii) load checking activities; (iii) management of wastes; and, (iv) record keeping and emergency procedures.
2. Contractor’s load checking personnel, including its collection vehicle drivers, shall be trained in: (i) the effects of hazardous substances on human health and the environment; (ii) identification of prohibited materials; and, (iii) emergency notification and response procedures. Collection vehicle drivers shall inspect containers before collection when practical.

B. Response to Excluded Waste Identified During Collection.

1. If Contractor determines that material placed in any container is excluded waste or presents a hazard to Contractor’s employees, then Contractor may refuse to accept such material. The generator shall be contacted by Contractor and requested to arrange proper disposal. If the generator cannot be reached immediately, then Contractor shall, before leaving the

premises, leave a non-collection notice that indicates the reason for refusing to collect the material and lists the phone number of a facility that accepts the excluded waste or a phone number of an entity that can provide information on proper disposal of the excluded waste. Under no circumstances shall Contractor's employees knowingly collect excluded waste or remove unsafe or poorly containerized excluded waste from a container.

2. If excluded waste is found in a container or collection area that could possibly result in imminent danger to people or property, Contractor shall immediately notify the Brea Fire Department.
- C. **Response to Excluded Waste Identified at Processing or Disposal Facility.** Materials collected by Contractor shall be delivered to the approved facilities for purposes of processing or disposal. In the event that load checkers or equipment operators at such facility identify excluded waste in the loads delivered by Contractor, such personnel shall remove these materials for storage in approved, on-site, excluded waste storage container(s). Contractor shall arrange for removal of the excluded wastes at its cost by permitted haulers in accordance with applicable laws. Contractor may at its sole expense attempt to identify and recover the cost of disposal from the generator. If the generator can be successfully identified, the cost of this effort, as well as the cost of disposal shall be chargeable to the generator.

6.9 Contract Management

- A. Contractor's Contract Administrator shall be responsible for working closely with the City Manager in the monitoring and administration of this Agreement.
- B. Contractor's Contract Administrator shall meet and confer with the City Manager to resolve differences of interpretation and implement and execute the requirements of this Agreement in an efficient and effective manner that is consistent with the stated objectives.
- C. The City Manager and Contractor's Contract Administrator shall hold contract management meetings monthly or at such other frequency as designated by the City Manager. This meeting is intended to review the status of Contractor's implementation of programs and services, coordinate shared efforts, and such other agenda items as are deemed appropriate.
- D. From time to time the City Manager may designate other agents of City to work with Contractor on specific matters. In the event of a dispute between the City Manager's designee and Contractor, the City Manager's determination shall be conclusive.
- E. The City Manager shall have the right to observe and review Contractor operations and Contractor's processing facilities and enter premises for the purposes of such observation and review, including review of Contractor's operations, maintenance, and safety records, during reasonable hours with reasonable notice. In no event shall Contractor prevent access to such premises for a period of more than three calendar days after receiving such a request.

6.10 Minimum Diversion Requirements

- A. **General.**
 1. Contractor warrants and represents that it is aware of and familiar with City's current Source Reduction and Recycling Element, that it is familiar with City's waste stream, and that it has the ability to provide sufficient programs and services to ensure City will meet or exceed the diversion goals (including amounts of discarded materials to be diverted, time frames for diversion, and any other requirements) set forth in AB 939, AB 341, AB 1826, and SB 1383,

and that it shall do so without imposing any costs or fees other than those set forth in the attached Exhibit D, subject to changes in applicable laws. Contractor acknowledges that it is responsible for ensuring that its various programs achieve the applicable CalRecycle 50% per capita diversion requirements at the Effective Date and that in the absence of a change in applicable laws it may be required to modify its programs from time to time, at no additional cost to City or customers, to meet such diversion requirements. Contractor specifically acknowledges that City's current mandated diversion goal upon the Effective Date as set forth pursuant to the applicable laws is 50% of all solid waste (currently set per AB 939) and that this diversion rate is subject to modification by the Legislature. In the event of a change in applicable laws, including that new programs are required to meet a diversion goal in excess of 50% of all solid waste, the parties shall meet and confer in good faith in advance to determine a fair and reasonable adjustment to the maximum rates set forth in Exhibit D in order to compensate Contractor for implementing such new programs.

2. Contractor shall divert from landfilling the state-mandated construction and demolition debris diversion percentage of all construction and demolition debris loads. Contractor shall provide a diversion report for each construction and demolition project performed by Contractor.
- B. **Implementation of Additional Diversion Services.** In the event City does not meet the CalRecycle 50% per capita of all solid waste generated diversion goal, City may direct Contractor to perform additional services (including the implementation of new diversion programs) or modify the manner in which it performs existing services, and Contractor shall do so and may request a compensation adjustment under Section 4.6. Pilot programs and innovative services that may entail new collection methods, and use of new or alternative waste processing and disposal technologies, are included among the kinds of changes that City may direct.

6.11 Customer Participation Compliance Requirements

General. The minimum required level of customer participation that must be achieved by Contractor on or before May 1, 2025 for residential customers and July 1, 2025 for commercial customers and annually thereafter includes the following:

6.11.1 SB 1383 Programs

- A. **Residential Premises.** Contractor shall fully implement a residential organic materials diversion program where all residential premises are provided the required containers to comply with SB 1383.
- B. **Commercial Premises.** Contractor shall implement and maintain an SB 1383 compliant commercial recycling and organic materials diversion program with the goal of providing recycling and organic materials containers to all customers required to have such containers under CalRecycle requirements, unless the customer has been granted a waiver per the City Code or the customer otherwise complies via third-party program, self-haul, or back-haul programs.

6.11.2 Contractor Has Maintained Full Implementation of All AB 341 and AB 1826 Diversion Programs

Contractor shall implement and maintain AB 341 and AB 1826 diversion programs such that all commercial customers required to have such programs are subscribed to the Contractor-provided program, unless the customer has been granted a waiver per the City Code or the customer otherwise complies via third-party program, self-haul, or back-haul programs.

6.11.3 Non-Compliant Customers

Contractor shall document any customers that are not in compliance with the required mandatory programs per AB 341, AB 1826, and SB 1383, and forward the list of non-compliant customers to City.

ARTICLE 7.**RECORD KEEPING AND REPORTING****7.1 Record Keeping**

- A. Contractor shall maintain customer contact data, customer service, accounting, statistical, operational, programmatic, and other records, and associated documentation, related to its performance as shall be necessary to provide detailed and accurate reports under this Agreement and to demonstrate compliance with this Agreement and applicable law. Unless otherwise required in this Article, Contractor shall retain all such records and data for four years after expiration or termination of this Agreement or such longer period as required by applicable law. Records and data shall be in chronological and organized form that is readily and easily interpreted to facilitate the flexible use of data to structure reports. Contractor's records shall be stored in one on site central location, physical or electronic, or at such off-site storage location that can be readily accessed by Contractor. Upon request, and subject to limitations on non-disclosure of confidential and proprietary customer information of Contractor, any such non-confidential records shall be made available to City within five working days for City to review at Contractor's office. As used herein, "confidential and proprietary information" means customer identifying information and service or credit history and other customer financial information that is subject to state or federal privacy laws protecting customers.
- B. Contractor shall maintain adequate record security to preserve records from events that can be reasonably anticipated such as a fire, theft, and an earthquake. Electronically maintained data and records shall be protected and backed-up. City may require Contractor to maintain customer service and compliance records using a City-approved web-based software platform, at Contractor's expense. To the extent that Contractor utilizes its computer systems to comply with record keeping and reporting requirements, Contractor shall, on a monthly basis, save all system-generated reports supporting those record keeping and reporting requirements in a static format in order to provide an audit trail for all data required by City.
- C. At a mutually agreed upon time during normal business hours, but within five working days of a request from City, Contractor shall provide access to City at its offices its data and records with respect to the matters covered by this Agreement and applicable law. Contractor shall permit City to audit, examine, and make excerpts or transcripts from such data and records and make copies of all data relating to all matters covered by this Agreement and applicable law, all at City's expense.
- D. If City receives a CPRA request seeking disclosure of information Contractor has designated as confidential and proprietary, then City shall promptly notify Contractor of the request and provide Contractor a reasonable opportunity to comment on the pending request before City acts upon it. Contractor may seek a court order to limit or enjoin disclosure of such records. In the event City is subject to an action seeking to enforce the CPRA for any Contractor information designated confidential and proprietary and withheld from disclosure, Contractor shall defend and indemnify City in such litigation, which indemnity shall cover all of City's costs and expenses including attorney's fees.

- E. City views its ability to defend itself against CERCLA and related litigation as a matter of great importance. Contractor shall maintain records that can establish where recyclable materials, organic materials, and solid waste collected were transferred, processed, or disposed. This provision shall survive the expiration or termination of this Agreement. Contractor shall maintain these records for a minimum of five years beyond expiration or termination of this Agreement or such longer period as required by applicable law. Contractor shall provide these records to City (upon request or at the end of the record retention period) in an organized and indexed manner rather than destroying or disposing of them.

7.2 Report Submittal Requirements

- A. The parties acknowledge that City will require reporting by Contractor at various intervals by which information important to City can be compiled and analyzed. The parties shall work together to address City's needs with respect to the information to be contained in reports prepared by Contractor. The following is intended as a starting point to have established an objective baseline for reporting, but the frequency and content of the reports may be changed by consensus of the parties, which shall be memorialized in a writing signed by the City Manager and Contractor's Contract Administrator. Records related to performance of this Agreement shall be maintained by Contractor in forms and by methods that facilitate flexible use of data contained in them to structure reports, as needed. The format of each report shall be approved by City. Contractor shall submit all reports in an electronic format compatible with City's software/computers at no charge to City. Monthly reports shall be submitted within 20 calendar days after the end of the report month. Quarterly reports shall be submitted within 20 calendar days after the end of the calendar quarter. Annual reports shall be submitted within 45 calendar days after the end of the calendar year.
- B. Monthly, quarterly, and annual reports shall include all data and information described in Exhibit F, unless otherwise specified under this Agreement.
- C. Contractor may propose report formats that are responsive to the objectives and audiences for each report. The format of each report shall be approved by City in its sole discretion. City may review and request changes to Contractor's report formats and content and Contractor shall not unreasonably deny such requests.
- D. Contractor shall submit all reports to City electronically via e-mail using software acceptable to City. City may require Contractor to maintain records and submit the reports through use of a City-selected web-based software platform, at Contractor's expense.
- E. City reserves the right to require Contractor to provide additional reports or documents as required for the administration of this Agreement or compliance with applicable law.
- F. Upon request of either of the parties, but no more than two times per year, City and Contractor will meet and confer about the current reporting requirements and templates utilized for the prior calendar year to discuss updates or modifications to the formatting or additional information as required by applicable law.

7.3 System and Services Review

- A. **Hearing.** City may hold an administrative hearing each year at which Contractor shall be present and shall participate to review the solid waste collection, processing, and recycling system and services. It is City's intent to conduct any system and services review concurrently with any performance review.

- B. **Contractor Report.** Sixty days after receiving notice from City, Contractor shall submit a report to City regarding the solid waste collection, processing, and recycling system.
- C. **Review; Scope.** Topics for discussion and review at the system and services review hearing shall include services provided, Contractor's performance, cost and economic and technological feasibility of providing new services, application of new technologies, customer complaints, rights of privacy, amendments to this Agreement, developments in the law, new initiatives for meeting or exceeding AB 939 and SB 1383, or goals and regulatory constraints of other applicable law.
- D. **Additional Topics.** Each party may select additional topics for discussion at any systems and services review hearing.
- E. **City Report.** Not later than 60 days after the conclusion of each system and service review hearing, City shall issue a report. The report shall include a listing of any solid waste, processing, and recycling services not then being provided to City that are considered technically and economically feasible by City, together with the anticipated costs associated with such services and proposals for generating program revenue to pay for such services in alignment with Sections 4.6 and 9.3.

7.4 Biennial Audit

A. General.

- 1. Contractor shall fund biennial audits as described below. The scope of the audit, and auditing party, will be determined by City and the scope may include:
 - a. Compliance with this Agreement.
 - b. Customer service levels and billing.
 - c. Fee payments.
 - d. Receipts.
 - e. Tonnage.
 - f. Complaint log.
 - g. Compliance with mandatory commercial recycling, mandatory commercial organics recycling, and SB 1383.
 - h. Verification of diversion rate.
- 2. The first audit is to be performed during the fourth quarter of 2025, and every two years thereafter. Contractor shall reimburse City the cost of such audits up to \$50,000 for the first audit and up to \$50,000 for each subsequent biennial audit. The up to \$50,000 amount in subsequent years shall be adjusted annually by 3% per year.
- 3. Should an audit by City disclose that franchise or other fees payable by Contractor were underpaid by 3% or more, or that more than 2% of customers were inaccurately billed, Contractor shall reimburse City for the actual cost of the audit to the extent it exceeded \$50,000.

- B. **Payments and Refunds.** Should an audit by City disclose that the franchise fees payable by Contractor were underpaid or that customers were overcharged for the period under review, Contractor shall pay to City any underpayment of franchise fees and/or refund to customers any overcharges within 30 calendar days following the date of the audit. In the event customers were undercharged, single-family customers may be billed for up to 12 months of services not previously

billed and all other customers may be billed for up to 24 months of services not previously billed. In the event customers were overcharged, Contractor shall provide a refund for up to 24 months of overcharged services.

7.5 SB 1383 Record Keeping Software

Contractor shall utilize the City provided SB 1383 software that allows access to both parties, to integrate outreach efforts to customers within Brea, store certain reports required by this Article and Exhibit F, and monitor additional data required to be made available to CalRecycle. City shall provide Contractor on-line access to the database for real-time uploading and monitoring of data.

ARTICLE 8. CONTRACTOR'S CONSIDERATION

8.1 Franchise Fee

- A. **General.** Contractor acknowledges that it, and not customers, is to pay a 10% franchise fee to City as consideration for this Agreement. Accordingly, neither Contractor's bills nor City's bills shall include separate itemization of a "franchise fee" or other similar designation. Finally, Contractor acknowledges the franchise fee is a cost paid solely by Contractor from its profits.
- B. **Contractor Franchise Fee.** Contractor shall pay City an amount equal to 10% of all gross receipts, excluding compactor rental charges, as and for a franchise fee for services directly billed by Contractor pursuant to Section 5.7.3 above. The payment of a franchise fee by an end user shall not be considered payment for franchised services. Contractor shall remit the franchise fee to City pursuant to the provisions of Exhibit D, and without invoice from City. For the avoidance of doubt, the franchise fee shall be based on Contractor's actual receipts from Contractor's billings to its Customers.
- C. **Contractor Billed Fee Remittance.** The franchise fee for customers billed directly by Contractor shall be paid to City monthly on or before the 20th day of each month. Should any such due date fall on a weekend or holiday in which City's business offices are closed, payment shall be due on the first day thereafter in which City's business offices are open.
- D. **City Billed Fee Retention.** City will deduct the 10% franchise fee from its payments to Contractor for customers billed directly by City pursuant to Section 5.7.2 above.
- E. **Fee Remittance After Term.** The franchise fee shall apply to gross receipts of Contractor actually collected after expiration or termination of this Agreement and relating to Contractor's performance of this Agreement. Franchise fee payments shall be accompanied by a statement certified by an officer of Contractor attesting to the accuracy of the amounts paid and setting forth the basis for their calculation in a manner acceptable to City.

8.2 AB 939 Administrative Fees

Pursuant to Public Resources Code Section 41902, Contractor shall pay or collect, as the case may be, an AB 939 administrative fee as may be established by City Council resolution. Following 30 days' prior written notice by City to Contractor, any fee established pursuant to this Section shall be payable by Contractor to City concurrent with the payment of franchise fees.

8.3 Recyclable Materials Revenues

Contractor shall provide to City residential customers 50% of the Contractor revenues from the sales of recovered residential recyclable materials by calculating a residential customer rebate as shown in Exhibit E, Page 5, together with supporting data. This rebate shall be applied annually to the rate adjustment calculations as shown in Exhibit E, Page 1.

8.4 Edible Food Recovery Funding

On or before June 30, 2025, and annually thereafter during the term, Contractor shall provide City with funding (the "Edible Food Recovery Payment") to assist City with contracting with third parties that will facilitate compliance with City's obligations under 14 CCR Chapter 12, Article 10. The Edible Food Recovery Payment due on or before June 30, 2025, shall be \$45,000. Thereafter, the amount of the Edible Food Recovery Payment shall be increased based on the percentage change in the applicable published index as specifically set forth in Exhibit E herein for commercial rate adjustments.

8.5 Payment Schedule and Late Fees

- A. Checks for franchise fee and recyclable revenue shall be payable to the City of Brea and shall be mailed or otherwise delivered to City's Finance Department.
- B. Contractor payments are due on the 20th day of the month and shall be considered late if they are received after the 25th day of any month. In the event Contractor fails to timely make any of the payments required by this Agreement by the 25th day of any month, Contractor shall pay to City an additional sum of money equal to 5% of the amount due. This amount is required to defray those additional expenses and costs incurred by City by reason of the late payment including the cost of administering, accounting for, and collecting the late payment and the cost to City of postponing services and projects necessitated by the delay in receiving the revenue. In addition to any other remedy provided by law, any amounts not paid to City by Contractor within 60 days of the due date shall be subject to interest in the amount of 10% per annum, calculated on a daily basis for each day such sums remain past due.

8.6 Other Fees

City shall reserve the right to establish other fees, or negotiate changes to fees beyond the regular annual adjustments described above as it deems necessary, to the extent that such further adjustments are also included in the adjustments to the approved rates.

ARTICLE 9.**CONTRACTOR'S COMPENSATION AND RATE SETTING****9.1 General**

Contractor shall perform the responsibilities and duties described in this Agreement in consideration of the right to receive compensation for services. Compensation provided for in this Article shall be the complete compensation due to Contractor pursuant to this Agreement for all labor, equipment, materials and supplies, taxes, insurance, bonds, overhead, disposal, recycling, processing, transfer, profit, and all other things necessary to perform all the services required by this Agreement.

9.2 Initial Rates

The rates for the rate period ending June 30, 2025, shall not exceed those set forth in Exhibit D. Contractor has reviewed these maximum rates and agrees they are reasonably expected to generate sufficient revenues to provide adequate compensation. Unless and until the maximum rates set forth in Exhibit D are adjusted, Contractor will provide the services required by this Agreement, charging no more than the maximum rates authorized by Exhibit D, except as provided herein in this Article.

9.3 Schedule of Future Adjustments

Beginning with rate period two (July 1, 2025 to June 30, 2026) and for all subsequent rate periods, either party may request an annual adjustment to the maximum rates shown in Exhibit D, excepting that Contractor shall be entitled to those adjustments in rates as provided in Section 9.4. For all inflationary adjustments, Contractor shall submit notice in writing by March 1 of the same year based on the method of adjustment described in Section 9.4. Failure to submit a written request by March 1 shall be conclusive as to Contractor's decision not to proceed with an increase for the subsequent year. If any rates would decline based upon Section 9.4 calculations and a rate decrease is not implemented, the subsequent rate adjustment shall be based upon the changes in indices since the previous rate adjustment instead of the change over the prior year.

9.4 Method of Adjustments

9.4.1 General

Pursuant to Section 9.3, the Contractor may request an adjustment to the maximum rates according to the method described below and the formulas shown in Exhibit E, subject to review and approval of City. All future adjustments are to be effective July 1. The rate adjustment calculations shall be separately performed for all rates (Exhibit E).

9.4.2 Cost Component and Rate Adjustment Indexes

The approved rates consist of the following cost components, followed by the initial weightings of each component. Each cost component may be adjusted by the change in the corresponding index as provided below. See Section 9.4.3 for detailed rate adjustment procedures and Exhibit E for examples of rate adjustment calculations.

| RESIDENTIAL AND COMMERCIAL/INDUSTRIAL SERVICES COST COMPONENTS | | | | |
|--|----------------|-------------|---------------------------|---|
| | Cost Component | % of Costs | | Rate Adjustment Index |
| | | Residential | Commercial/ Industrial | |
| A. | Collection | 85.0% | 85.0% | Stair step collection component from CPI to GTCI as shown in Exhibit E, Page 3. |
| B. | Disposal | 15.0% | 15.0% | Gate rate at the County landfills as of July 1 (as established under the County Waste and Recycling WDA). |
| | Total | 100.0% | 100.0% | |

9.4.3 Rate Adjustment Calculations

- A. Residential services rates and commercial/industrial services rates will be adjusted using the same method but will be calculated separately due to the differences in the weightings of the collection and disposal components, as well as the collection component stair step for each customer type, as listed in Section 9.4.2 and Exhibit E, Page 3.
1. **Step One.** Calculate the percentage increase or decrease in collection and disposal component indices listed in Section 9.4.2. The increase or decrease in the collection indices will be for the change in the average annual published indices as shown in Exhibit E, Pages 3 and 4. The average annual change for the CPI or GTCI (as shown in Exhibit E, Pages 3 and 4) will be calculated based on the 12 months ended December prior to the rate adjustment date, and the 12 months ended the prior December.

The disposal component will be based on the actual percentage change in the gate rate at the County landfills.
 2. **Step Two.** For the first-rate adjustment, cost components are weighted as listed in Section 9.4.2. For subsequent rate adjustments, the relative weights of the collection and disposal cost components will be determined in Step Four of the prior year's rate adjustment.

Multiply the percentage changes for the collection and disposal cost components, as determined in Step One, by that component's weighting as a percentage of total cost.
 3. **Step Three.** Multiply the total weighted percent change from Step Two by the existing maximum residential services rates and commercial/industrial services rates to determine the increase or decrease in maximum rates. Then add (subtract) the changes in rates to (from) the existing maximum rates to determine the new maximum rates.

Apply any City maintenance service costs and the residential recycling rebate per Section 8.3.
 4. **Step Four.** Recalculate weightings for the following year based on these changes.

9.5 Extraordinary Adjustments

- A. Either party may request an adjustment to maximum rates at reasonable times other than that allowed under Section 9.3 in the event of extraordinary changes in the cost of providing service under this Agreement, including requests related to change in law. Such changes shall not include changes in recyclable materials or organic waste processing costs, changes in the market value of recyclable materials, inaccurate estimates by Contractor of its proposed cost of operations, unionization of Contractor's work force, or change in wage rates or employee benefits. Extraordinary rate adjustments may not be applied retroactively.
- B. For each request for an adjustment to the maximum rates Contractor shall prepare a schedule documenting the extraordinary costs. Such request shall be prepared in a form acceptable to City with support for assumptions made by Contractor in preparing the estimate. Contractor shall also submit a schedule showing how its total costs and total revenues have changed over the past three years for the services provided under this Agreement.
- C. Contractor shall provide to City a report of its annual revenues and expenses for the services provided in Brea, and City shall have right to audit this information in connection with City's review of Contractor's rate adjustment request. City may consider increases or decreases in the Contractor's total revenues and total cost of services when reviewing an extraordinary rate

adjustment request and City's determination will be final. A rate adjustment request made in response to a new service requested by City will be determined in accordance with Section 4.6.

9.6 Limitations on Rate Adjustments

At least 45 days prior to adjusting any rate(s) charged to customers, Contractor shall provide written notice to City of its intent to adjust such rate(s) and the amount of such adjustment. Contractor shall be entitled to implement the intended adjustment to such rate(s) unless City determines that the adjusted rates will exceed the then-current maximum rates as set forth in Exhibit D.

ARTICLE 10.

INDEMNITY, INSURANCE, AND PERFORMANCE BOND

10.1 Indemnification

- A. **General.** To the maximum extent permitted by law, Contractor shall indemnify, defend with counsel acceptable to City, and hold harmless City and its officers, officials, employees, volunteers, and agents from and against any and all claims, liability, loss, injuries, damage, expense, and costs (including costs and fees of litigation, including reasonable attorney's and expert witness fees) (collectively, "Damages") of every nature arising out of or in connection with Contractor's performance, and the performance of any subcontractor or agent of Contractor, under this Agreement or Contractor's failure to comply with any of its obligations contained in the Agreement, except to the extent such loss or damage was caused by the negligence or willful misconduct of City. This Section shall survive the expiration or termination of this Agreement and shall not be construed as a waiver of City's legal and/or equitable rights.
- B. **Excluded Waste.**
1. Contractor acknowledges that it is responsible for compliance with applicable law. Contractor shall not knowingly store, transport, use, or dispose of any excluded waste except in strict compliance with applicable law.
 2. If Contractor negligently or willfully mishandles excluded waste, Contractor shall at its sole expense promptly take all investigatory and/or remedial action reasonably required for the remediation of such environmental contamination. Prior to undertaking any investigatory or remedial action, however, Contractor shall first obtain City's approval of any proposed investigatory or remedial action. Should Contractor fail at any time to promptly take such action, City may undertake such action at Contractor's sole cost and expense, and Contractor shall reimburse City for all such expenses within 30 calendar days of being billed for those expenses. These obligations are in addition to Contractor's indemnity, defense, and hold harmless obligations.
 3. Notwithstanding the foregoing, Contractor's duties under this Paragraph shall not extend to any claims arising from the disposal of solid waste at the designated disposal facility, including claims arising under CERCLA, unless such claim is a direct result of Contractor's negligence or willful misconduct.
- C. **Related to AB 939, AB 341, and SB 1383.** Contractor's duty to defend and indemnify herein includes all fines and/or penalties imposed by CalRecycle, if the requirements of AB 939, AB 341, AB 1826, and/or SB 1383 are not met by Contractor with respect to Contractor's obligations under this Agreement, and such failure is: (i) solely due to the failure of Contractor to meet its obligations

under this Agreement; or, (ii) solely due to Contractor delays in providing information that prevents Contractor or City from submitting reports to regulators in a timely manner. This indemnity is subject to the provisions of Public Resources Code Section 40059.1.

D. Related to Proposition 218.

1. Should there be a change in law or a new judicial interpretation of applicable law, including California Constitution Articles XIII C and XIII D, that impacts the rates for the collection services, the parties shall meet to discuss the impact of such change in law on this Agreement.
2. If a rate adjustment determined by the parties to be appropriate to compensate Contractor for increases in costs as described in this Agreement cannot be implemented for any reason, then Contractor shall be granted the option to negotiate with City, in good faith, a reduction of services equal to the value of the rate adjustment that cannot be implemented. If the parties are unable to reach agreement about such a reduction in services, then Contractor may terminate this Agreement upon one year's prior written notice to City. In such event the parties shall each be entitled to payment of amounts due for contract performance through the date of termination but otherwise will have no further obligation to one another unless this Agreement specifically states otherwise, after the date of such termination. Should a court of competent jurisdiction determine that Contractor cannot charge and/or increase its rates for charges related to franchise fees and governmental fees and charges, Contractor shall reduce the rates it charges customers a corresponding amount, providing such fees, reimbursements, rates and/or charges disallowed by the court are not related to the cost of providing service hereunder and had been incorporated in the rates charged by Contractor.
3. Nothing herein is intended to imply that California Constitution, Articles XIII C or XIII D, apply to the rates established for services provided under this Agreement. Rather this Section 10.1.D is provided merely to allocate risk of an adverse judicial interpretation between the parties.
4. The cost of all printing, copying, and mailing notices related to such procedural requirements shall be Contractor's sole responsibility.
5. In the event that any rate adjustments provided for in Section 9.3, 9.4, or 9.5 are not implemented by City solely by reason of a 50% protest lawfully lodged with City in accordance with the requirements of Proposition 218, Contractor may, in its sole discretion, either: (i) accept that the rates will remain at the rates in effect prior to the scheduled adjustment or the requested rate increase; (ii) request in writing that City negotiate in good faith regarding reductions in programs, services, or fees under this Agreement to accommodate any materially adverse financial impact on Contractor's ability to provide any collection services under the Agreement that has been caused by the failure to approve the adjustment; or, (iii) terminate this Agreement by providing City with 180 days' prior written notice.

E. CalPERS Eligibility Indemnification.

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

claims to benefits or compensation described in this Section. This Section applies to Contractor notwithstanding any other law to the contrary.

2. If Contractor's employees, agents, or subcontractors providing services under this Agreement claim, or are determined by a court of competent jurisdiction or the CalPERS to be eligible for enrollment in CalPERS, Contractor shall indemnify, defend, and hold harmless City for the payment of any employer and employee contributions for CalPERS benefits on behalf of the employee as well as for payment of any penalties and interest on such contributions that would otherwise be the responsibility of City.
3. Contractor's compensation under this Agreement shall be the full and complete compensation to which Contractor and Contractor's officers, employees, agents, and subcontractors are entitled for performance of any work under this Agreement. Neither Contractor nor its officers, employees, agents, and subcontractors are entitled to any salary or wages, or retirement, health, leave, or other fringe benefits applicable to City employees. City shall not make any federal or state tax withholdings on behalf of Contractor. City is not required to pay any workers' compensation insurance on behalf of Contractor.
4. Contractor shall defend and indemnify City for any obligation, claim, suit, or demand for tax, retirement contribution including any contribution to CalPERS, social security, salary or wages, overtime payment, or workers' compensation payment that City may be required to make on behalf of Contractor, any employee of Contractor, or any employee of Contractor construed to be an employee of City for work performed under this Agreement.

10.2 Insurance

- A. **Coverages and Requirements.** Contractor shall at all times maintain, at its expense, the following coverages and requirements. The comprehensive general liability insurance shall include broad form property damage insurance and public liability insurance.

1. **Minimum Coverages.** Insurance coverage shall be with limits not less than the following:
 - a. Comprehensive General Liability – \$10,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage.
 - b. Automobile Liability – \$10,000,000 combined single limit per accident for bodily injury and property damage (include coverage for Hired and Non-owned vehicles).
 - c. Workers' Compensation – Statutory Limits/Employers' Liability – \$1,000,000/accident for bodily injury or disease.
 - d. Contractor's Pollution Liability – \$10,000,000 per contamination incident and annual aggregate applicable to bodily injury; property damage, including loss of use of damaged property or of property that has not been physically damaged or destroyed; clean-up costs, including first-party cleanup of City's property and third-party cleanup, and bodily injury costs if pollutants impact other properties; and, defense, including costs, fees and expenses incurred in the investigation, defense, or resolution of claims. Coverage shall include completed operations and shall apply to sudden and non-sudden pollution conditions. Coverage shall apply to acts, errors or omissions arising out of, or in connection with, Contractor's scope of work under this Agreement. Coverage shall also apply to non-owned deposit sites that shall protect against, for example, claims regarding bodily injury, property damage, and/or cleanup costs involving non-owned deposit sites. Coverage is preferred by City to be occurrence

based. However, if provided on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the Effective Date and that continuous coverage shall be maintained or an extended discovery period will be exercised through expiration or termination of this Agreement for a minimum of five years. This provision does not limit or alter any rights or remedies to City allowable under this Agreement or applicable law in perpetuity.

2. **Additional Insured.** City, its officers, agents, employees, and volunteers shall be named as additional insured on all but the workers' compensation and coverage via blanket-form endorsement.
 3. Such policies shall remain in force through the term of this Agreement and shall be payable on a "per occurrence" basis unless City's Risk Manager specifically consents in writing to a "claims made" basis. For all "claims made" coverage, if Contractor changes insurance carriers Contractor shall purchase "tail" coverage or otherwise provide for continuous coverage covering the term of this Agreement and not less than three years thereafter, except for the five-year tail of Pollution Liability Coverage as described above. Proof of such "tail" or other continuous coverage shall be required at any time that Contractor changes to a new carrier prior to receipt of any payments due.
 4. The deductibles or self-insured retentions are for the account of Contractor and shall be the sole responsibility of Contractor.
 5. Each insurance policy, except Workers' Compensation/Employer's Liability shall be endorsed via blanket-form endorsement to state that coverage shall not be canceled, non-renewed, or materially changed limits except after 30 calendar days' prior written notice has been given to City (10 calendar days for delinquent insurance premium payments) via e-mail to an e-mail address provided by City.
 6. Insurance shall be placed with insurers with a current A.M. Best's rating of no less than A-VII, or with a surplus line carrier with a Best's Key Rating Guide of at least "B."
 7. The policies shall cover all activities of Contractor, its officers, employees, agents, and volunteers arising out of or in connection with this Agreement.
 8. For any claims relating to this Agreement, Contractor's insurance coverage shall be primary, including as respects City, its officers, agents, employees, and volunteers. Any insurance maintained by City shall apply in excess of, and not contribute with, insurance provided by Contractor's liability insurance policy.
 9. Contractor shall waive all rights of subrogation against City, its officers, employees, agents, and volunteers via blanket-form endorsement.
- B. **Certificates of Insurance/Endorsements.** Within five calendar days of the Effective Date, Contractor shall furnish City with an ACORD 25 Certificate of Insurance reflecting coverage required by this Agreement and supplemented with all applicable blanket-form endorsements as required herein. The certificate and blanket-form endorsements shall be signed by an authorized representative of the insurer.
- C. **Renewals.** Contractor shall furnish City with certificate(s) of insurance reflecting renewals, changes in insurance companies, and any other information affecting. The endorsements shall be signed by an authorized representative of the insurer.

- D. **No Cap on Indemnity.** The minimum amounts of coverage described in this Section shall not constitute any limitations or cap on Contractor's indemnification obligations under this Agreement.
- E. **Workers' Compensation.** Contractor shall provide workers' compensation coverage as required by state law and shall comply with Labor Code Section 3700.

10.3 Faithful Performance Bond or Irrevocable Letter of Credit

- A. Contemporaneously with execution of this Agreement, as security for Contractor's faithful performance of all obligations of this Agreement, Contractor shall provide a surety mechanism ("Surety") as more fully defined below in the amount of \$822,000. The Surety may be comprised of either a performance bond or an irrevocable letter of credit, or a combination of both. If a letter of credit is utilized to satisfy some or all of the Surety requirement it shall be drawn upon a financial institution with an office within 50 miles of the Brea Civic and Cultural Center and otherwise in a form acceptable to the City Attorney. The performance bond, if any, shall be issued by a duly authorized corporate surety company authorized to do business in California, in a form reasonably acceptable to the City Attorney, and in full compliance with the provisions of Code of Civil Procedure Section 995.610 et seq. The cost of the Surety shall be the sole obligation of Contractor. The Surety shall be released within 30 days after both: (i) expiration of this Agreement; and, (ii) Contractor's satisfactory performance of all obligations hereunder.
- B. In the event Contractor shall for any reason become unable to, or fail in any way to, perform as required by this Agreement, City may declare a portion or all of the Surety, as may be necessary to recompense and make whole City, forfeited to City. Upon partial or full forfeiture of the Surety, Contractor shall restore the Surety to its original amount within 30 days of City's notice to do so.
- C. Upon City providing Contractor with written notice of its failure to pay City any amount owing under this Agreement, either the letter of credit or performance bond comprising the Surety may be utilized by City for purposes including:
 - 1. Payment of sums due under this Agreement that Contractor has failed to timely pay to City including liquidated damages.
 - 2. Reimbursement of costs borne by City to correct violations of this Agreement not corrected by Contractor.
- D. City may draw upon the entire letter of credit (if any) utilized to meet Contractor's obligations pertaining to the Surety, and convert it to a cash deposit, if Contractor fails to cause the letter of credit to be extended or replaced with another satisfactory letter of credit no later than 60 days prior to its expiration.

10.4 Performance Security Beyond Service Term

Contractor shall not terminate the performance bond or letter of credit and will renew them to ensure continuous availability to City, until receiving a written release from City. City will provide such a release when City, in its reasonable judgment, is fully satisfied that all requirements have been met; provided, however, in no event may City require that the Surety continue more than one year after the termination of this Agreement. However, permission from City to discontinue holding these performance securities does not relieve Contractor of payments to City that may be due or may become due.

ARTICLE 11.

CITY'S RIGHT TO PERFORM SERVICE

11.1 General

- A. Subject to events of force majeure, in the event that Contractor fails, refuses, or is unable to collect, recycle, process, transport, or dispose of any or all discarded materials for a period of more than two working days, and if, as a result thereof, discarded materials should accumulate in Brea to such an extent, in such a manner, or for such a time that such accumulation endangers or menaces the public health, safety, or welfare, then City shall have the right, but not the obligation, upon 24 hours' prior written notice to Contractor to perform, or cause to be performed, such services itself with its own or other personnel without liability to Contractor.
- B. Notwithstanding Section 14.13, notice of Contractor's failure, refusal, or neglect to collect, transport, and dispose of or process discarded materials may be given orally by telephone to Contractor at its principal office and shall be effective immediately. Written confirmation of such oral notification shall be sent to Contractor within one working day of the oral notification.

11.2 Billing and Compensation to City During City's Possession

During such time that City is providing discarded materials services, as above provided, Contractor shall bill and collect payment from all users of the above-mentioned services as described in Section 5. In such event, Contractor shall reimburse City for any and all costs and expenses incurred by City beyond that billed and received by City in such manner and to an extent as would otherwise be required of Contractor under this Agreement. Such reimbursement shall be made from time to time after submission by City to Contractor of each statement listing such costs and expenses but in no event later than five working days from and after each such submission.

11.3 Disaster Preparedness Plan

- A. Within 12 months of the Effective Date, Contractor shall, with City assistance, prepare a written plan detailing how discarded materials services will be delivered in a time of emergency or natural disaster. For the plan, City shall provide Contractor with a written list of critical facilities that City deems in need of special consideration in a time of emergency. Contractor's written plan shall contain a protocol for contacting Contractor management in the event of an emergency, an overview of Contractor's resources available for emergency response, a plan for collection, disposal, and recycling of discarded materials generated by critical facilities until the time of emergency passes and a plan for resuming normal operations following an emergency.
- B. In the event of a disaster, City may grant Contractor a waiver of some or all collection requirements under this Agreement and 14 CCR Section 18984 et seq. in the disaster-affected areas for the duration of the waiver. Any resulting changes in collection requirements shall be addressed as a change in scope in accordance with Section 4.6.

ARTICLE 12. DEFAULT AND REMEDIES

12.1 Events of Default

A. The following are Category 1 events of default:

1. **Fraud or Deceit.** Contractor practices, or attempts to practice, any fraud or deceit upon City.
2. **Insolvency or Bankruptcy.** Contractor becomes insolvent, unable, or unwilling to pay its debts, or upon listing of an order for relief in favor of Contractor in a bankruptcy proceeding.
3. **False, Misleading, or Inaccurate Statements.** Any representation or disclosure made to City by Contractor in connection with or as an inducement to entering into this Agreement, or any future amendment to this Agreement, that proves to be false or misleading in any material respect as of the time such representation or disclosure is made, whether or not any such representation or disclosure appears as part of this Agreement. Additionally, a default occurs if any Contractor-provided report contains a misstatement, misrepresentation, data manipulation, or an omission of fact or content explicitly defined by the Agreement, excepting non-numerical typographical and grammatical errors.
4. **Criminal Activity.** Contractor or its officers, managers, or employees are found guilty of criminal activity in connection with the performance of this Agreement or any other contract with City.
5. **Assignment without Approval.** Contractor transfers or assigns this Agreement without the prior written approval of City.

B. The following are Category 2 events of default, however, subject to events of force majeure:

1. **Failure to Maintain Coverage.** Contractor fails to provide or maintain in full force the workers' compensation and insurance coverage required by this Agreement.
2. **Violations of Regulation.** Contractor violates a regulatory agency order in connection with the performance of this Agreement. If Contractor contests any such order by appropriate proceedings conducted in good faith, and the regulatory agency determines no violation occurred, then no default of this Agreement shall be deemed to have occurred.
3. **Violations of Applicable Law.** Contractor violates applicable law in connection with the performance of this Agreement.
4. **Failure to Perform Direct Services.** Contractor ceases to provide collection, transportation, or processing services as required under this Agreement for a period of two consecutive calendar days or more for any reason within the control of Contractor.
5. **Failure to Pay.** Contractor fails to make a required payment to City by the applicable deadline.
6. **Failure to Report.** Contractor fails to provide City with required information, reports, or records by the applicable deadline.
7. **Seizure or Attachment.** There is a seizure of, attachment of, or levy on some or all of Contractor's equipment or facilities other than standard liens in connection with any bank financing.

8. **Suspension or Termination of Service.** There is any termination or suspension of the transaction of business by Contractor related to this Agreement, including due to labor unrest including strike, work stoppage or slowdown, sick-out, picketing, or other concerted job action lasting more than seven calendar days for residential customers and three calendar days for commercial customers.
9. **Failure to Provide Proposal or Implement Change in Service.** Contractor fails to provide a proposal for new services or changes to services or fails to implement a change in service as requested by City.
10. **Failure to Implement Collection Program.** Contractor fails to implement a collection program that complies with the requirements of Article 5 and Exhibit B.
11. **Failure to Provide Processing Capacity.** Contractor fails to provide processing capacity in accordance with Articles 5 and 6.
12. **Failure to Achieve Processing Standards.** Contractor fails to achieve the processing standards specified in Articles 4 and 5 including achievement of minimum organic waste recovery rates.
13. **Failure to Comply with Other Requirements of SB 1383.** Contractor fails to comply with other SB 1383 requirements including public education, reporting, contamination monitoring, record keeping and reporting, or other obligations of this Agreement that delegate City's responsibility and authority under SB 1383 to Contractor, which results in a final judgment against City pursuant to an enforcement action brought by CalRecycle for failing to achieve SB 1383 compliance pursuant to CCR title 14 § 18997. 5.
14. **Failure to Dispose of Solid Waste at the Designated Disposal Facility.** Contractor fails to dispose of solid waste collected within Brea at the designated disposal facility unless use of facility is no longer required or available.
15. **Acts or Omissions.** Any other act or omission by Contractor that violates this Agreement or applicable law. All provisions of this Agreement are considered material.

12.2 Contractor's Right to Cure; Right to Terminate Upon Event of Default

- A. If City issues a notice of default for a Category 1 event of default, then Contractor shall not be entitled to an opportunity to cure the default. Subject to this Paragraph and Section 12.2.C below, Contractor has a right to cure for Category 2 events of default. City shall afford Contractor 30 days or a reasonable period of time under the circumstances to cure the default unless City reasonably determines the default presents an immediate threat to public health or safety. In such event, Contractor shall not be entitled to an opportunity to cure the default.
- B. If a Category 2 default does not present an immediate threat to public health or safety and cannot reasonably be cured within 30 calendar days, then City may not terminate this Agreement based upon such default if Contractor promptly commences and diligently pursues the cure to completion.
- C. After the initial five years of the term of this Agreement, subject to events of force majeure, Contractor shall not be entitled to an opportunity to cure the default in the instance where Contractor has within a 24-month period twice committed the same item 1, 5, 7, 9, or 11 Category 2 default in Section 12.1 B above. City may determine to allow Contractor to cure the default as set forth in Section 12.2.A above.

12.3 City's Remedies in the Event of Default

Upon Contractor's default, City has the following remedies in the event of Contractor default:

- A. **Waiver of Default.** City may waive any event of default or may waive Contractor's requirement to cure a default event if City determines that such waiver would be in the best interest of City. City's waiver of an event of default is not a waiver of future events of default that may have the same or similar conditions.
- B. **Suspension of Contractor's Obligation.** City may suspend Contractor's performance of its obligations if Contractor fails to cure default in the time frame specified in Section 12.2 until such time Contractor can provide assurance of performance in accordance with Section 12.8.
- C. **Liquidated Damages.** City may assess liquidated damages for Contractor's failure to meet specific performance standards in accordance with Section 12.6.
- D. **Termination.** Subject to the provisions of Section 12.2 above,
 - 1. City may, in its discretion, set a public hearing for the City Council to determine whether to terminate this Agreement.
 - 2. If City terminates this Agreement for default, Contractor shall be given 30 calendar days' notice. Contractor shall thereafter be relieved on a going-forward basis of all liabilities and obligations required by this Agreement, except for Section 10.1 and any other provisions specifically identified to survive termination of this Agreement. Upon expiration of the 30 day notice, City may, in its sole discretion, do any of the following:
 - a. Directly undertake performance of the services.
 - b. Arrange with other persons to perform the services with or without a written agreement.
 - c. Permit Contractor to continue operating under this Agreement including Contractor's compensation until such time that City is able to find substitute services.
 - 3. This right of termination is in addition to any other rights upon a failure of Contractor to perform this Agreement.
 - 4. Contractor shall not be entitled to any further revenues from collection operations after the termination date.

12.4 Possession of Records Upon Termination

In the event of termination for an event of default, Contractor shall furnish City with immediate access to its business records that are required to be maintained pursuant to this Agreement in a format compatible with City's computer systems, including customer information, collection routes, compliance records, and billing of accounts for collection services.

12.5 City's Remedies Cumulative; Specific Performance

- A. City's rights to terminate this Agreement under Section 12.2 and to take possession of the Contractor's records under Section 12.4 are not exclusive, and City's termination of this Agreement or imposition of liquidated damages shall not constitute an election of remedies. Instead, these

rights shall be in addition to any and all other legal and equitable rights and remedies that City may have.

- B. By virtue of the nature of this Agreement, the urgency of timely, continuous, and high-quality service; the lead time required to effect alternative service; and, the rights granted by City to the Contractor, the remedy of damages for a breach hereof by Contractor is inadequate and City shall be entitled to injunctive relief (including specific performance).

12.6 Performance Standards and Liquidated Damages

- A. **General.** The parties acknowledge that it is impractical, if not impossible, to reasonably ascertain the extent of damages that shall be incurred by City as a result of a breach by Contractor of this Agreement. The impracticability of ascertaining damages is due to multiple factors including that: (i) substantial damage results to members of the public who are denied services or denied quality or reliable service; (ii) such breaches cause inconvenience, anxiety, frustration, and deprivation of the benefits of the Agreement to individual members of the general public for whose benefit this Agreement exists, in subjective ways and in varying degrees of intensity that are incapable of measurement in precise monetary terms; (iii) exclusive services might be available at substantially lower costs than alternative services and the monetary loss resulting from denial of services or denial of quality or reliable services is impossible to calculate in precise monetary terms; and, (iv) termination of this Agreement for such breaches, and other remedies are, at best, a means of future correction and not remedies that make the public whole for past breaches.
- B. **Service Performance Standards; Liquidated Damages for Failure to Meet Standards.**
1. The parties further acknowledge that consistent, reliable collection services are of utmost importance to City and that City has considered and relied on Contractor's representations regarding its quality-of-service commitment in awarding this Agreement. The parties recognize that some quantified standards of performance are necessary and appropriate to ensure consistent and reliable service and performance. The parties further recognize that if Contractor fails to achieve the performance standards or fails to submit required documents in a timely manner, then City and Brea residents and businesses will suffer damages, and that it is, and will be, impractical and extremely difficult to ascertain and determine the exact amount of damages that City will suffer.
 2. City may determine the occurrence of events giving rise to liquidated damages through the observation of its own employees or representatives or investigation of customer complaints. It is the desire of the parties to work together to avoid the imposition of liquidated damages, and accordingly City will endeavor to timely communicate to Contractor any information that City receives that might give rise to the imposition of liquidated damages in order to facilitate Contractor's ability to correct any deficiency or prevent the recurrence of any conduct for which liquidated damages might eventually be imposed.
 3. Prior to assessing liquidated damages, City shall give Contractor a pre-assessment notice; however, Contractor will not be provided notice for those breaches identified under Sections 12.6.C.1.b, 12.6.C.1.c, 12.6.C.3.a, 12.6.C.3.b, and 12.6.C.3.d because it would not be possible to rectify these breaches in a timely manner after the stated period for correction has passed. Such notice will include a brief description of the incident(s)/non-performance(s) for which liquidated damages are to be assessed. Contractor may review (and make copies at its own expense) all information in the possession of City relating to the identified incident(s)/non-performance(s). Contractor may, within 10 days after receiving the pre-assessment notice,

ATTACHMENT D

City of Brea

Second Amended/Restated Franchise Agreement

request a hearing before the City Manager. Contractor may present evidence in writing and through testimony of its employees and others relevant to the incident(s)/non-performance(s). City will provide Contractor with a written explanation of the City Manager's determination on each incident/non-performance prior to assessing liquidated damages. The decision of the City Manager shall be final.

Therefore, without prejudice to City's right to treat such non-performance as an event of default, and Contractor's right to cure outlined above, the parties agree that the liquidated damages amounts established in this Section 12.6 represent a reasonable estimate of the amount of such damages considering all of the circumstances existing on the Effective Date, including the relationship of the sums to the range of harm to City that reasonably could be anticipated and the anticipation that proof of actual damages would be costly or impractical.

Contractor

City

Initial Here

Initial Here

C. Contractor shall pay as liquidated damages, and not as a penalty, the amounts set forth below:

| <u>1. Collection Reliability</u> | | |
|---|--|--|
| a | For each failure to commence service to a new customer account within seven days after order. | \$100 per occurrence |
| b | For each failure to collect discarded materials, which has been properly set out for collection. | \$100 per occurrence |
| c | For each failure to correct and collect a missed service within the timeframe set forth in Section 5.8.B.2. | \$100 per occurrence; Each additional 24-hour period: \$50 per occurrence |
| d | For each failure to comply with the provisions in Section 12.7 Contractor's actions during a work stoppage. | \$1,000 per day |
| e | For each failure to collect illegally dumped bulky goods within two days of notification by City per Exhibit B4, Item 7. | \$100 per day illegally dumped bulky goods remains uncollected. |

| <u>2. Collection Quality</u> | | |
|-------------------------------------|--|----------------------|
| a | For failure to properly return empty containers to avoid pedestrian or vehicular traffic impediments or to place containers upright, which exceeds 10 containers annually. | \$50 per container |
| b | For each occurrence of excessive noise or discourteous behavior, which exceed 10 occurrences annually. | \$100 per occurrence |
| c | For each occurrence of collecting discarded materials during unauthorized hours, which exceeds 10 such occurrences annually. | \$100 per occurrence |
| d | For each occurrence of damage to private property, which exceeds five such occurrences annually. | \$100 per occurrence |
| e | For each failure to clean up discarded materials spilled from collection containers within 90 minutes that exceeds 10 such failures annually. | \$100 per occurrence |

ATTACHMENT D

City of Brea

Second Amended/Restated Franchise Agreement

| | | |
|---|--|--|
| f | For each failure to clean up vehicle leaks or spills within the timeframe required by Section 6.5.E. | \$500 per occurrence |
| g | For each failure to follow the cleanup procedures included in Section 6.5.E. | \$500 per square foot of affected area |
| h | For each incidence of commingling of solid waste with recyclable materials and/or green waste/food scraps in collection vehicles except as provided in the event of contamination (when contaminated materials may be placed in truck with solid waste). | \$1,000 per incident |

3. Customer Responsiveness

| | | |
|---|--|---|
| a | For each failure to initially respond to a customer complaint within one working day, and for each additional day in which the complaint is not addressed, which exceed five annually. | \$50 per day |
| b | For each failure to process customer complaints as required by Article 5, which exceed five annually. | \$50 per occurrence |
| c | For each failure to record a response to a customer complaint or request within 24 hours of resolution. Each additional 24-hour period. | \$100 per occurrence \$50 per occurrence |
| d | For each failure to respond to a written inquiry from City's solid waste contract manager regarding service requests or requests for information within two working days, and for each additional day in which the inquiry is not addressed, which exceed five occurrences annually. | \$100 per occurrence |
| e | For each failure to remove graffiti from containers, or to replace with containers bearing no graffiti, within two working days of request from City or customer. Each additional day problem not resolved. | \$50 per day \$25 per day |
| f | For each failure to repair or replace a damaged or missing container within two working days of request from City or a customer. | \$50 per day |
| g | For each failure to process a claim for damages within 30 days from the date submitted to Contractor. | \$100 per occurrence |
| h | For each failure to issue a warning notice to a container or materials not collected due to improper set-out, which exceeds 10 such occurrences annually. | \$100 per day per occurrence |

4. Failure to Submit Reports or Allow Access to Records

For each failure to submit any individual report or provide access to records in compliance with and in the timeframe specified in this Agreement. Incomplete and/or inaccurate reports shall be considered a failure to submit until such time as all information in the report has been provided in a complete and accurate form. In the event City determines a report to be errant or incomplete more than 10 working days after submittal by Contractor, Contractor shall be given 10 working days to complete and correct and any pending liquidated damages shall be tolled during that period.

| | | |
|---|-------------------|---------------|
| a | Monthly Reports | \$100 per day |
| b | Quarterly Reports | \$250 per day |
| c | Annual Reports | \$500 per day |
| d | All Other Reports | \$100 per day |

ATTACHMENT D

City of Brea

Second Amended/Restated Franchise Agreement

| 5. Accuracy of Billing | | |
|-------------------------------|---|--|
| a | Each customer invoice that is not prepared in accordance with the approved rate schedule, which exceeds 10 annually. | \$25 per invoice not to exceed \$2,500 per billing run |
| b | For each instance or invoice in which Contractor imposes a special service fee not in accordance with the approved rate schedule and not approved in advance in writing by City, or not requested by the service recipient, which exceeds 10 such occurrences annually. | \$50 per occurrence |
| c | Failure to provide a customer with a response, including an explanation and/or correction, to a billing complaint within seven working days from the complaint. Each additional day response not provided. | \$100 per occurrence \$50 |

| 6. Public Education and Outreach | | |
|---|--|----------------------|
| a | Failure to perform public education and outreach activities: | |
| | 1st violation | \$50 |
| | 2nd violation | \$100 |
| | 3rd and subsequent violations | \$250 per occurrence |

| 7. Cooperation with Service Provider Transition | | |
|--|---|-----------------|
| a | For each day routing information requested by City in accordance with Section 14.10 is received after City-established due dates, both for preparation of a request for proposals and for new service provider's implementation of service. | \$1,000 per day |
| b | For each day delivery of keys, access codes, remote controls, or other means of access to discarded materials containers is delayed beyond one day prior to new service provider servicing customers with access issues, as described in Section 14.10. | \$1,000 per day |

| 8. SB 1383 Requirements | | |
|--------------------------------|---|--|
| a | Use of Unauthorized Facilities. For each individual occurrence of delivering discarded materials to a facility other than an approved facility for each discarded material type. | 1 st violation - \$50 per ton 2 nd violation - \$100 per ton 3 rd and subsequent violations - \$250 per ton per offense |
| b | Failure to Implement Three- /Three-plus Container System. For each occurrence of failing to provide customers with the three- /three-plus container system required by with SB 1383 (excluding generators and customers that have been granted waivers or that demonstrate compliance with recycling and organic waste self-hauling requirements). Damages are per generator or customer per occurrence (minor, moderate, and major violations are as defined in 14 CCR Section 18997.3). | \$250 – Minor violation \$500 – Moderate violation \$1,000 – Major violation |

ATTACHMENT D

City of Brea

Second Amended/Restated Franchise Agreement

| 8. SB 1383 Requirements | | |
|--------------------------------------|--|---|
| c | Failure of Approved Facility to Meet Limits on Organic Waste in Materials Sent to Disposal. For each ton of mixed waste, source separate recyclable materials, source separated blue container organic waste, source separated green container organic waste, or organic materials received at the facility in a quarterly reporting period when organic waste in the materials sent to disposal exceeds the thresholds included in SB 1383 if limits on organic waste in materials sent to disposal apply. Liquidated damages are assessed in the quarterly reporting period when the failure occurred. | 1 st violation - \$50 per ton per offense 2 nd violation - \$100 per ton per offense 3 rd and subsequent violations - \$250 per ton per offense |
| d | Failure to Perform Contamination Monitoring Requirements. For each failure to conduct contamination monitoring in accordance with Section 5.11. | 1 st violation - \$50 per route per occurrence 2 nd violation - \$100 per route per occurrence 3 rd and subsequent violations - \$250 per route per occurrence |
| e | Failure to Comply with Container Labeling and Colors. For each occurrence of failure to comply with container labeling and color requirements. | 1 st violation - \$50 2 nd violation - \$100 3 rd and subsequent violations - \$250 per container |
| f | Failure to Conduct Compliance Tasks. For each failure to conduct any compliance review, discarded materials evaluations pursuant to SB 1383, and/or other inspection required by this Agreement. | 1 st violation - \$50 2 nd violation - \$100 3 rd and subsequent violations - \$250 per occurrence |
| g | Failure to Issue Contamination Processing Fee Notices. For each failure to issue contamination notices and contamination processing fee notices and maintain documentation of issuance as required by Section 5.11. | 1 st violation - \$50 2 nd violation - \$100 3 rd and subsequent violations - \$250 per route per day |
| h | Failure to Conduct Follow-Up Inspections. For each failure to conduct a follow-up inspection as required by Section 5.8.C. | 1 st violation - \$50 2 nd violation - \$100 3 rd and subsequent violations - \$250 per occurrence |
| i | Failure to Provide non-confidential Customer Information Requested from Contractor's Information Systems within 3 business days. | \$250 per day |
| 9. General Contract Adherence | | |
| a | For each day that Contractor fails to provide services required under this Agreement, or comply with terms of this Agreement, | \$100 per day |

| | | |
|--|---|--|
| | five working days after receipt of written notification from City that such services are not being provided or terms are not being met. | |
|--|---|--|

- D. **Amount.** City may assess liquidated damages for each calendar day or event, as appropriate, that Contractor is determined to be liable in accordance with this Agreement.
- E. **Timing of Payment.** Contractor shall pay any liquidated damages assessed by City within 30 calendar days of notice of assessment. If payment is not made by the deadline, then City may proceed against the performance bond, find Contractor in default and terminate this Agreement pursuant to Section 12.1, or both.
- F. **Payment.** City may deduct the amount of liquidated damages owed by Contractor from City's monthly payments to Contractor for services rendered pursuant to this Agreement or may invoice Contractor directly.
- G. **City's Right to Recover.** City's right to recover liquidated damages for Contractor's failure to meet the service performance standards shall not preclude City from obtaining equitable relief for persistent failures to meet such standards nor from terminating the Agreement for such persistent failures.

12.7 Excuse from Performance

A. Force Majeure.

1. A party shall be excused from performing its obligations and from any obligation to pay liquidated damages and Contractor shall not be in default under this Agreement if Contractor is prevented from performing the collection, transportation, and/or disposal services for any of the following reasons: riots; wars; sabotage; civil disturbances, pandemics; government restrictions and orders; insurrections; explosion; natural disasters such as floods, earthquakes, landslides and fires; strikes, lockouts, and other labor disturbances by persons other than Contractor's employees; and, other similar catastrophic events that are beyond the control of and not the fault of the party claiming excuse from performance hereunder. The party claiming excuse from performance shall, within two calendar days after such party has notice of such cause, give the other party notice of the facts constituting such cause and asserting its claim to excuse under this Section. If either party validly exercises its rights under this Section, the parties waive any claim against each other for any damages sustained thereby.
2. The partial or complete interruption or discontinuance of Contractor's services caused by one or more of the events described in this Section shall not constitute a default by Contractor under this Agreement. Notwithstanding the foregoing, however, if Contractor is excused from performing its obligations for any of the causes listed in this Section for a period of 30 calendar days or more, City shall nevertheless have the right, in its sole discretion, to terminate this Agreement by giving 10 working days' notice to Contractor, in which case the provisions of Section 12.4 shall apply.
3. In the event of a labor disturbance that interrupts collection, transportation, and/or disposal of discarded materials by Contractor as required under this Agreement, the provisions of Section 12.7.B shall apply.

B. Labor Disputes.

1. **Labor Unrest Directed at Third Party.** In the case of labor unrest or job action directed at a third party over whom Contractor has no control, the inability of Contractor to provide services in accordance with this Agreement due to the unwillingness or failure of the third party to: (i) provide reasonable assurance of the safety of Contractor's employees while providing such services; or, (ii) make reasonable accommodations with respect to container placement and point of delivery, time of collection, or other operating circumstances to minimize any confrontation with pickets or the number of persons necessary to make collections shall, to that limited extent, excuse performance. The foregoing excuse shall be conditioned on Contractor's cooperation in performing collection services at different times and in different locations.
2. **Contractor Labor Disruptions.**
 - a. Contractor shall advise City in writing at the time any negotiations are undertaken between Contractor and its employees relating to wages and benefits, and Contractor shall regularly report the status of such negotiations from time to time including any pending strike, lock out, walk out, boycott, or other labor dispute to City. Contractor agrees that in the event service is disrupted due to a labor dispute, Contractor shall place a minimum of five 40-yard roll-off boxes or other containers of equivalent capacity at locations designated by City to serve as collection points for customers within two days of such service interruption. Contractor also shall procure and distribute plastic bags for use by customers. City shall specify distribution locations, and may create the schedule for Contractor distribution. Contractor shall notify City within 24 hours of a notice from a labor union of a possible work stoppage. Containers shall be collected by Contractor for no additional charge as necessary to accommodate the waste volume disposed in such containers.
 - b. During labor unrest (including strike, work stoppage or slowdown, sick-out, picketing, or other concerted job action) conducted by Contractor's employees or directed at Contractor the following provisions shall apply.
 - i. Contractor shall be excused from performance only to the extent that the following requirements are met:
 - A. Within 90 days of the Effective Date, Contractor provides City a lawful and commercially reasonable contingency plan demonstrating how services will be provided during the period of labor unrest. The contingency plan is subject to City approval and Contractor shall amend the plan until it meets City requirements, including reasonably demonstrating how City's basic collection and sanitary needs will be met to City's satisfaction.
 - B. Contractor shall meet all requirements of the approved contingency plan.
 - ii. Contractor shall reimburse City for direct third-party costs (including attorney's fees) incurred by City as a result of the labor unrest. Payment shall be made within 30 days following Contractor's receipt of an invoice from City for such costs.
 - iii. Contractor shall provide rebates to customers in accordance with the attached Exhibit N.

3. **Collection During Labor Disruption.** Contractor shall prioritize those collection activities it is able to perform during the pendency of the labor disruption, with hospitals, essential services, restaurants, and other six services days per week customers prioritized for collection on the basis of health and sanitation. In the event that a labor strike or disruption to collection services should last longer than seven consecutive days, City may contract with a third party to provide collection services for the period of time limited to the time Contractor is unable to provide such services until the labor strike or disruption has concluded. Contractor shall notify City when the labor disruption has ended and the date Contractor will resume collection services.

12.8 Right to Demand Assurances of Performance

- A. The parties acknowledge that it is of the utmost importance to City and the health and safety of all those members of the public residing or doing business within Brea who will be adversely affected by interrupted waste management service that there be no material interruption in services provided under this Agreement.
- B. If Contractor: (i) appears in the reasonable judgment of City to be unable to regularly pay its bills as they become due; or, (ii) is the subject of a civil or criminal judgment or order entered by a regulatory agency, and City believes in good faith that Contractor's ability to perform under the Agreement has thereby been placed in substantial jeopardy, City may, at its sole option and in addition to all other remedies it may have, demand from Contractor reasonable assurances of timely and proper performance of this Agreement, in such form and substance as City believes in good faith is reasonably necessary in the circumstances to evidence continued ability to perform under the Agreement. If Contractor fails or refuses to provide satisfactory assurances of timely and proper performance in the form and by the date required by City, such failure or refusal shall be an event of default for purposes of Section 12.1.

12.9 Dispute Resolution

- A. **Meet and Confer.** In the event of disputes regarding the performance of any obligation under this Agreement that result in a material impact to the Contractor's revenue and/or cost of operations, the parties shall promptly meet and confer to attempt to resolve the matter between themselves.
- B. **Mediation.** If a dispute cannot be resolved satisfactorily through the meet and confer process, the dispute shall be submitted to mandatory, non-binding mediation by a mutually agreed upon independent third party.
- C. **Period of Time.** To the extent permitted by law, the deadline for filing a claim against City shall be tolled during the period of time for which meet and confer or mediation procedures are pending.
- D. **Litigation.** Litigation may be commenced only after all reasonable efforts to resolve the dispute(s) pursuant to this Section have failed and any necessary claim(s) have been denied.

ARTICLE 13.

REPRESENTATIONS AND WARRANTIES OF THE PARTIES

13.1 Contractor's Status

Contractor represents and warrants that it is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Delaware. It is qualified to transact business in the

State of California and has the power to own its properties and to carry on its business as now owned and operated and as required by this Agreement.

13.2 Contractor's Authorization

Contractor represents and warrants that it has the authority to enter this Agreement and perform its obligations under this Agreement. The Board of Directors of Contractor (or the sole member, if necessary) has taken all actions required by law, its articles of organization, or otherwise, to authorize the execution of this Agreement. The persons signing this Agreement on behalf of Contractor represent and warrant that they have authority to do so. This Agreement constitutes the legal, valid, and binding obligation of Contractor.

13.3 Agreement Will Not Cause Breach

Each party represents and warrants that, to the best of its knowledge after reasonable investigation, the execution or delivery of this Agreement or the performance by either party of its obligations hereunder does not conflict with, violate, or result in a breach of: (i) any applicable law; or, (ii) any term or condition of any judgment, order, or decree of any court, administrative agency, or other governmental authority, or any agreement or instrument executed by such party or by which such party or any of its properties or assets are bound.

13.4 No Litigation

Each party represents and warrants that, to the best of its knowledge after reasonable investigation, there is no action, suit, proceeding, or investigation, at law or in equity, before or by any court or governmental authority, commission, board, agency, or instrumentality decided, pending, or threatened against it wherein an unfavorable decision, ruling, or finding, in any single case or in the aggregate, would:

- A. Materially adversely affect the performance by such party of its obligations hereunder.
- B. Adversely affect the validity or enforceability of this Agreement.
- C. Have a material adverse effect on the financial condition of Contractor, or any surety or entity guaranteeing Contractor's performance under this Agreement.

13.5 No Adverse Judicial Decisions

Each party represents and warrants that, to the best of its knowledge after reasonable investigation, there is no judicial decision that would prohibit this Agreement or subject this Agreement to legal challenge.

13.6 No Legal Prohibition

Each party represents and warrants that, to the best of its knowledge after reasonable investigation, there is no law on the date that it signed this Agreement that would prohibit the performance of either party's obligations under this Agreement.

13.7 Contractor's Ability to Perform

Contractor represents and warrants that it possesses the business, professional, and technical expertise to perform all services, obligations, and duties as described in and required by this Agreement. Contractor

possesses the ability to secure equipment, facility, and employee resources required to perform its obligations under this Agreement.

ARTICLE 14. MISCELLANEOUS

14.1 Relationship of Parties

Contractor shall perform the services required by this Agreement as an independent contractor engaged by City and not as an officer nor employee of City, nor as a partner or agent of, or joint venture with, City. No employee or agent of Contractor shall be, or shall be deemed to be, an employee or agent of City. Contractor shall have the exclusive control over the manner and means of performing services under this Agreement, except as expressly provided herein. Contractor shall be solely responsible for the acts and omissions of its officers, employees, subcontractors, and agents. Neither Contractor nor its officers, employees, subcontractors, and agents shall obtain any rights to retirement benefits, workers' compensation benefits, or any other benefits that accrue to City employees by virtue of their employment with City.

14.2 Compliance with Law

Contractor shall at all times, at its sole cost, comply with applicable law in force as of the Effective Date and as may subsequently be enacted.

14.3 Governing Law

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California.

14.4 Jurisdiction

Any lawsuits between the parties arising out of this Agreement shall be filed exclusively in a court of competent jurisdiction in the County of Orange, California. The parties waive all provisions of law providing for a change of venue in these proceedings to any other county.

14.5 Binding on Successors

The provisions of this Agreement shall inure to the benefit to and be binding on the successors and permitted assigns of the parties.

14.6 Assignment

- A. Contractor shall not assign its rights, nor delegate, subcontract, or otherwise transfer its obligations under this Agreement to any other person without the prior written consent of City. Any such assignment made without City's consent shall be void and the attempted assignment shall constitute a material breach of this Agreement.
- B. For purposes of this Section, "assignment" shall include: (i) a sale, exchange, or other transfer of substantially all of Contractor's assets dedicated to service under this Agreement to a third party; (ii) a sale, exchange, or other transfer of outstanding common stock of Contractor to a third party

provided such sale, exchange, or transfer may result in a change of control of Contractor; (iii) any dissolution, reorganization, consolidation, merger, re-capitalization, stock issuance or re-issuance, voting trust, pooling agreement, escrow arrangement, liquidation, or other transaction to which results in a change of ownership or control of Contractor; (iv) any assignment by operation of law, including insolvency or bankruptcy, making assignment for the benefit of creditors, writ of attachment for an execution being levied against this Agreement, appointment of a receiver taking possession of Contractor's property, or transfer occurring in the event of a probate proceeding; and, (v) any combination of the foregoing (whether or not in related or contemporaneous transactions) that has the effect of any such transfer or change of ownership, or change of control of Contractor.

- C. Contractor acknowledges that this Agreement involves rendering a vital service to City's residents and businesses, and that City has selected Contractor to perform the services specified herein based on: (i) Contractor's experience, skill, and reputation for conducting its discarded materials management operations in a safe, effective, and responsible fashion, at all times in keeping with applicable laws pertaining to excluded waste, regulations, and best discarded materials management practices; and, (ii) Contractor's financial resources to maintain the required equipment and to support its indemnity obligations to City under this Agreement. City has relied on each of these factors, among others, in choosing Contractor to perform the services to be rendered by Contractor under this Agreement.
- D. If Contractor requests City's consideration of and consent to an assignment, City may deny or approve such request in its complete discretion. No request by Contractor for consent to an assignment need be considered by City unless and until Contractor has met all of the following requirements:
1. Contractor shall undertake to pay City its reasonable expenses for attorney's fees and investigation costs necessary to investigate the suitability of any proposed assignee and to review and finalize any documentation required as a condition for approving any such assignment.
 2. Contractor shall pay City a transfer fee to cover the cost of all direct and indirect administrative expenses (including consultants and attorneys) necessary for City to analyze the transfer application.
 3. Contractor shall furnish City with audited financial statements of the proposed assignee's operations for the immediately preceding three operating years.
 4. Contractor shall furnish City with a pro forma financial statement (income statement and balance sheet) for the proposed assignee with the projected results of operations assuming that the assignment is completed. Such pro forma financial statement shall reflect any debt to be incurred by the assignee as part of the acquisition of Contractor's operations.
 5. Contractor shall furnish City with satisfactory proof: (i) that the proposed assignee has at least 10 years of discarded materials management experience on a scale equal to or exceeding the scale of operations conducted by Contractor under this Agreement; (ii) that in the last five years, the proposed assignee has not suffered any significant citations or other censure from any regulatory agency having jurisdiction over its discarded materials management operations due to any significant failure to comply with applicable laws pertaining to excluded waste and that the assignee has provided City with a complete list of such citations and censures; (iii) that the proposed assignee has at all times conducted its operations in an environmentally safe and conscientious fashion; (iv) that the proposed

assignee conducts its discarded materials management practices in accordance with sound discarded materials management practices in full compliance with applicable laws regulating the collection and disposal of discarded materials including hazardous waste; and, (v) of any other information required by City to ensure the proposed assignee can perform this Agreement in a timely, safe, and effective manner.

- E. Under no circumstances shall City be obliged to consider any proposed assignment by City if Contractor is in default at any time during the period of consideration.

14.7 No Third-Party Beneficiaries

This Agreement is not intended to, and will not be construed to, create any right on the part of any third party to bring an action to enforce any of its terms.

14.8 Waiver

The waiver by either party of any breach or violation of any provisions of this Agreement shall not be deemed to be a waiver of any breach or violation of any other provision nor of any subsequent breach or violation of the same or any other provision. The subsequent acceptance by either party of any monies that become due hereunder shall not be deemed to be a waiver of any pre-existing or concurrent breach or violation by the other party of any provision of this Agreement.

14.9 Affiliated Companies

- A. Contractor's accounting records with respect to this Agreement shall be maintained on a basis showing the results of Contractor's operations under this Agreement separately from operations in other locations, as if Contractor were an independent entity providing service only to City. The financial records of costs and revenues associated with providing service to City shall not be combined, consolidated, or in any other way incorporated with those of other operations conducted by Contractor in other locations or with those of an affiliate.
- B. If Contractor enters into any financial transactions with a related party entity for the provision of labor, equipment, supplies, services, capital, etc., related to the furnishing of service under this Agreement, that relationship shall be disclosed to City and in the financial reports submitted to City. In such event, City's rights to inspect records and obtain financial data shall extend to such related party entity or entities.

14.10 Transition to Next Contractor

- A. At expiration or termination of this Agreement, Contractor shall cooperate fully with City and any successor franchisee to assure a smooth transition of discarded materials handling services. Contractor's cooperation shall include providing both City and the successor franchisee with route lists, billing information, lists of gate or other access codes and information needed for entry to service areas, container placement areas by address, levels of service including any special needs or services required by each location, and other operating records needed to service all premises covered by this Agreement. In recognition of the impracticality of customers storing two sets of containers, Contractor shall remove its containers in coordination with the distribution of containers by the successor franchisee. Contractor shall cooperate with City and the successor franchisee on the timing of container removal; if the parties cannot agree on a phase-out schedule and Contractor does not remove containers in a timely manner that avoids customers having to

store two sets of containers, City, the successor franchisee, or another entity may remove Contractor's containers and seek cost reimbursement from Contractor through its performance bond, letter of credit, or other means. The failure to cooperate with City following termination shall be conclusively presumed to be grounds for specific performance of this covenant and/or other equitable relief necessary to enforce this covenant.

- B. Contractor shall, to the maximum extent feasible, provide the successor franchisee with all keys, security codes, and remote controls used to access garages and bin enclosures. Contractor shall be responsible for coordinating transfer immediately after Contractor's final pick-ups, so as not to disrupt service. Contractor shall provide City with detailed route sheets containing service names and addresses, billing names and addresses, monthly rate, and service levels (quantity, material type, and size of containers and pick-up days) at least 90 days prior to the transition date and provide an updated list two weeks before the transition and a final list of changes the day before the transition. Contractor shall provide means of access to the successor franchisee at least one full working day (excluding Saturday, Sunday, and holidays as defined in Exhibit A) prior to the first day of collection by the successor franchisee and always within sufficient time so as not to impede in any way the successor franchisee from easily servicing all containers.
- C. Contractor shall provide documentation of any customer declining request to provide keys, security codes, and/or remote controls used to access garages and container enclosures.

14.11 Contractor's Investigation

Contractor has made an independent investigation (satisfactory to it) of the conditions and circumstances surrounding the Agreement and the work to be performed by it.

14.12 Condemnation

City fully reserves the rights to acquire Contractor's property utilized in the performance of this Agreement by purchase or through the exercise of the right of eminent domain. This provision is additive and not intended to alter the rights of the parties set forth in Article 11.

14.13 Notice Procedures

Notices, invoices, or other documents related to this Agreement shall be delivered as provided in this Section and shall be deemed received on: (a) the day of delivery, if delivered by hand during the receiving party's regular business hours or by e-mail before or during the receiving party's regular business hours; (b) the business day after delivery, if delivered by e-mail after the receiving party's regular business hours; or, (c) on the second business day following deposit in the United States mail, postage prepaid, to the addresses listed below, or to such other addresses as the parties may, from time to time, designate in writing. Any notice delivered by e-mail that concerns breach or termination of this Agreement shall concurrently be sent by deposit in the United States mail, postage prepaid, but such notice shall be deemed received on the day of e-mail delivery.

If to City:

City of Brea
Attn: City Manager
1 Civic Center Circle
Brea, California 92821

kristing@ci.brea.ca.us

Copy to:

Richards, Watson & Gershon
1 Civic Center Circle
Post Office Box 1059
Brea, California 92822-1059
Attention: City Attorney
tboga@rwglaw.com

If to Contractor:

General Manager
Republic Services
1131 N. Blue Gum Street
Anaheim, California 92806
E-mail to be sent to the active General Manager at the time of such notice.

Copy to:

Republic Services, Inc.
Attn: Legal Department
18500 N. Allied Way
Phoenix, Arizona 85054

14.14 Compliance with City Code

Contractor shall comply with those applicable provisions of the City Code, and with any and all amendments to such applicable provisions enacted after the Effective Date, that further constitute a change in applicable law within the meaning of this Agreement.

14.15 Compliance with Immigration Laws

Contractor shall be knowledgeable of and comply with applicable laws. Contractor warrants and represents that all of its employees, including any and all prospective employees hired to perform services under this Agreement and the employees of any subcontractor retained by Contractor to perform a portion of the services under this Agreement, are and will be authorized to perform the services contemplated by this Agreement in full compliance with all applicable laws including the Immigration Nationality Act of 1952 (commencing with Section 1101 of Title 8 of the United States Code) and the Immigration Nationality and the Immigration Reform and Control Act of 1986 (commencing with Section 1324a of Title 8 of the United States Code). Contractor shall verify the legal status of all of its employees and provide confirmation of such verification whenever requested by City. If Contractor discovers that any employee it has retained is not in compliance with immigration laws, Contractor shall not allow such employee to provide services under this Agreement.

14.16 Guarantee of Contractor's Performance

Pursuant to a guarantee in substantially the form attached as Exhibit G, Republic Services, Inc., a Delaware corporation that is the sole member of Contractor, has agreed to guarantee Contractor's performance of this Agreement. The guarantee shall be provided within 10 calendar days of the Effective Date.

14.17 Incorporation of Mandatory Language

Each and every provision required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though such provision were included. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon request of either party this Agreement shall promptly be amended to make such insertion or correction.

14.18 Interpretation

This Agreement, including the Exhibits attached hereto, shall be interpreted and construed reasonably and neither for nor against either party, regardless of the degree to which either party participated in its drafting.

14.19 Severability

If any provision of this Agreement is for any reason deemed to be invalid and unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement.

14.20 Attorney's Fees

If either party is required to initiate or defend or is made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief that may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and, in addition, a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows that are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

14.21 Non-Discrimination

- A. Contractor shall not discriminate against any employee or applicant for employment because of age, race, religion, creed, color, sex, marital status, sexual orientation, political ideology, ancestry, national origin, or the presence of any mental or physical handicap, unless based upon a bona fide occupational qualification. Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their creed, color, sex, marital status, sexual orientation, political ideology, ancestry, national origin, or the presence of any mental or physical handicap. Such action shall include to the following: employment upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and, selection for training.
- B. Contractor understands and agrees that if it violates this nondiscrimination provision, this Agreement may be terminated by City, as provided for in Section 12, and further that Contractor

shall be barred from performing any services for City now or in the future, unless a showing is made satisfactorily to City that discriminatory practices have been terminated and that a recurrence of such action is unlikely.

14.22 Integration

This Agreement is the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions. This Agreement may be amended only by an agreement in writing, signed by each of the parties hereto.

14.23 Counterparts

This Agreement may be executed in counterparts, each of which shall be considered an original.

ATTACHMENT D

City of Brea

Second Amended/Restated Franchise Agreement

IN WITNESS WHEREOF, this Agreement is entered by the Parties hereto in the County of Orange, California on the day and year first above written.

City of Brea,
A Municipal Corporation

Republic Waste Services of Southern
California, LLC

Blair Stewart
Mayor

| | |
|-----------|------|
| Signature | Date |
|-----------|------|

Print Name of Signatory

Title of Signatory

Signature _____ Date _____

Print Name of Signatory

Title of Signatory

APPROVED AS TO FORM:

| | |
|---------------|------|
| Terence Boga | Date |
| City Attorney | |

City Business License #

ATTEST:

Lillian Harris-Neal
City Clerk

ATTACHMENT E

**EXHIBIT A:
DEFINITIONS**

ATTACHMENT E

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ATTACHMENT E

EXHIBIT A DEFINITIONS

For purposes of this Agreement, unless a different meaning is clearly required, the following words and phrases shall have the following meanings respectively ascribed to them by this Exhibit (which words may not be capitalized but still have the meanings set forth below). In the event of a material discrepancy between a definition in this Exhibit and a definition specified in an applicable state statute or regulation, the definition in the state statute or regulation shall control.

"AB 341" means Assembly Bill 341 (2011).

"AB 1826" means Assembly Bill 1826 (2014).

"AB 2176" means Assembly Bill 2176 (2004).

"Abandoned Waste" means recyclable materials, organic materials, solid waste, C&D, excluded waste, bulky goods, or other materials that have been abandoned, littered, or illegally dumped in the public right-of-way or on public property.

"Advanced Clean Fleets Regulation" means 13 CCR Sections 2013, 2013.1, 2013.2, 2013.3, 2013.4, 2014, 2014.1, 2014.2, 2014.3, 2015, 2015.1, 2015.2, 2015.3, 2015.4, 2015.5, 2015.6, and 2016.

"Agreement" means this Second Amended and Restated Franchise Agreement.

"Approved C&D Facility" means a C&D facility identified in Exhibit L.

"Approved Facility" means (as appropriate for the context) any one of or any combination of: approved recyclable materials processing facility; approved organic materials processing facility; approved transfer facility; approved C&D facility; and, approved reusable materials processing facility.

"Approved Organic Materials Processing Facility" means an organic materials processing facility identified in Exhibit L.

"Approved Processing Facility" means (as appropriate for the context) any one of or any combination of: approved recyclable materials processing facility; approved organic materials processing facility; approved C&D facility; and, approved reusable materials processing facility.

"Approved Recyclable Materials Processing Facility" means a recyclable materials processing facility identified in Exhibit L.

"Approved Reusable Materials Processing Facility" means a reusable materials processing facility identified in Exhibit L.

"Approved Transfer Facility" means a transfer facility identified in Exhibit L.

"Bin" means a container with capacity of approximately one to eight cubic yards, with a hinged lid, and with wheels (where appropriate), that is serviced by a front end-loading collection vehicle, including bins with compactors attached to increase the capacity of the bin.

ATTACHMENT E

EXHIBIT A DEFINITIONS

“Blue Container” means a container where either: (a) the lid of the container is blue in color, or (b) the body of the container is blue in color and the lid is either blue, gray, or black in color. Hardware such as hinges and wheels on a blue container may be any color. Blue containers shall be used for the purpose of storage and collection of source separated recyclable materials, which includes non-putrescible and non-hazardous recyclable wastes such as cans, metals, plastics, and glass, or as otherwise defined in 14 CCR Section 18982(a)(43).

“Brown Container” means a container for the purpose of storage and collection of source separated food waste and has the same meaning as in 14 CCR Section 18982.2(a).

“Bulky Goods” means discarded appliances (including non-industrial refrigerators that can be handled by two people), furniture, tires, rolled and secured rugs and carpets less than six feet long, mattresses, e-waste, bundled and tied yard trimmings and/or wood waste exceeding 18 inches in diameter or four feet in length, and similar large items that can be handled by two people, and require special collection due to their size or nature but can be collected without the assistance of special loading equipment (such as forklifts or cranes) and without violating vehicle load limits. Bulky goods must have been generated at the service address where they are collected. Bulky goods do not include abandoned automobiles, large auto parts, trees, construction and demolition debris, or items herein defined as excluded waste.

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

“CalPERS” means California Public Employee Retirement System.

“CalRecycle” means California Department of Resources Recycling and Recovery.

“CARB” means California Air Resources Board.

“Cardboard” means corrugated fiberboard consisting of a fluted corrugated sheet and one or two flat linerboards, as is often used in the manufacture of shipping containers and corrugated boxes. Cardboard is a subset of recyclable materials.

“Cart” means a plastic container with a hinged lid and wheels that is serviced by an automated or semi-automated collection vehicle. A cart has capacity of 20, 35, 64 or 96 gallons (or similar volumes).

“CCR” means California Code of Regulations.

“CERCLA” means Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. Section 9600 et seq.).

“Change in Law” means any of the following events or conditions that occurs after the Effective Date and has a material and adverse effect on the performance of this Agreement except for payment obligations:

- A. The enactment, adoption, promulgation, issuance, modification, or change in administrative or judicial interpretation of any applicable law.

**EXHIBIT A
DEFINITIONS**

- B. The order or judgment of any public agency, to the extent such order or judgment is not the result of willful or negligent action, error or omission, or lack of reasonable diligence of the party asserting the occurrence of a change in law.

"City" means the City of Brea, a California municipal corporation.

"City Code" means the Brea City Code.

"City Council" means the Brea City Council.

"City Fees" means all fees payable to City.

"City Manager" means the Brea City Manager or such person's designee.

"Collect" or "Collection" means the act of taking possession of recyclable materials, organic materials, solid waste, bulky goods, and other material at the place of generation.

"Commercial Business," "Commercial Customer," "Commercial Subscriber," or "Commercial" shall mean a firm, partnership, proprietorship, joint-stock company, corporation, or association, whether for-profit or nonprofit, strip mall, industrial facility, or a multi-family dwelling. A multi-family dwelling that consists of fewer than five units is not a commercial business.

"Commercial Edible Food Generator" includes tier one commercial edible food generators and tier two commercial edible food generators, or as otherwise defined in 14 CCR Section 18982(a)(7). For the purposes of this definition, food recovery organizations and food recovery services are not commercial edible food generators.

"Commercial Premises" includes premises upon which business activity is conducted including retail sales, services, wholesale operations, manufacturing and industrial operations, and multi-family residential facilities, but excluding residential premises upon which business activities are conducted when such activities are permitted under applicable zoning regulations and are not the primary use of the property. Premises upon which multi-family facilities, hotels, and motels are operated shall be deemed to be commercial premises.

"Community Composting" means any activity that composts green material, agricultural material, food material, and vegetative food material, alone or in combination, and the total amount of feedstock and compost on-site at any one time does not exceed 100 cubic yards and 750 square feet.

"Compactor" means a mechanical apparatus that compresses materials together with the container that holds the compressed materials or the container that holds the compressed materials if it is detached from the mechanical compaction apparatus. Compactors include two to eight cubic yard bin compactors serviced by front-end loader collection vehicles and 10 to 40 cubic yard roll-off box compactors serviced by roll-off collection vehicles.

"Complaint" shall mean each written or orally communicated statement made to City or Contractor alleging: (1) non-performance or deficiencies in Contractor's performance of this Agreement; (2) a violation by Contractor of this Agreement; or, (3) a non-compliance with SB 1383.

ATTACHMENT E

EXHIBIT A DEFINITIONS

“Compostable Plastics” or “Compostable Plastic” means plastic materials that meet the ASTM D6400 standard for compostability.

“Composting” or “Compost” means a controlled biological decomposition of organic materials yielding a safe and nuisance free compost product.

“Construction and Demolition Debris (C&D)” includes discarded building materials, packaging, debris, and rubble resulting from construction, alteration, remodeling, repair, or demolition operations on any pavements, excavation projects, houses, commercial buildings, or other structures, excluding excluded waste. Construction and demolition debris includes rocks, soils, tree remains, and other yard trimmings that result from land clearing or land development operations in preparation for construction.

“Consumer Price Index” or “CPI” means the Consumer Price Index for all Urban Consumers (CPI-U) CUURS49ASA0, Los Angeles-Long Beach-Anaheim, All Items.

“Containers” mean bins, carts, compactors, and roll-off boxes.

“Contractor” means Republic Waste Services of Southern California, LLC, a Delaware limited liability company (formerly known as Taormina Industries, LLC), which is a wholly owned subsidiary of Republic Services, Inc. and does business as Brea Disposal.

“County” means the County of Orange, a political subdivision of the State of California.

“County Agreement” means the Waste Disposal Agreement set forth in Exhibit K.

“CPRA” means California Public Records Act (Government Code Section 7920.000 et seq.).

“Curb” or “Curbside” means the cornered edging between the street and sidewalk. Curb or curbside also means and describes the location of a collection container for pick-up, where such container is placed on the street or alley against the face of the curb, or where no curb exists, the container is placed not more than five feet from the outside edge of the street or alley nearest the property’s entrance.

“Customer” means the person whom Contractor or City submits its billing invoice to and collects payment from for collection services provided to a premises. The customer may be either the occupant or owner of the premises.

“Customer Type” means the customer’s sector category. Customer type includes single-family, multi-family, commercial, roll-off box, and City.

“Designated Disposal Facility” means a landfill disposal facility owned and operated by the County.

“Designated Waste” means either of the following:

- A. Hazardous waste that has been granted a variance from hazardous waste management requirements pursuant to Health and Safety Code Section 25143.
- B. Nonhazardous waste that consists of, or contains, pollutants that, under ambient environmental conditions at a waste management unit, could be released in concentrations exceeding applicable

ATTACHMENT E

EXHIBIT A DEFINITIONS

water quality objectives or that could reasonably be expected to affect beneficial uses of the waters of the state as contained in the appropriate state water quality control plan.

"Director" means the Brea Director of Maintenance Services or such person's designee.

"Discarded Materials" means recyclable materials, organic materials, and solid waste placed by a generator in a receptacle and/or at a location for the purposes of collection by Contractor, excluding excluded waste.

"Disposal" or "Dispose" means the final disposition of solid waste or processing residue at a disposal facility.

"Disposal Facility" means a landfill or other facility for ultimate disposal of solid waste.

"Divert" or "Diversion" means to prevent discarded materials from disposal at landfill or transformation facilities (including facilities using incineration, pyrolysis, distillation, gasification, or biological conversion methods) through source reduction, reuse, recycling, composting, anaerobic digestion, or other method of processing. Diversion is a broad concept that is to be inclusive of material handling and processing changes that may occur during the term of this Agreement including changes in standard industry practice or implementation of innovative (but not necessarily fully proven) techniques or technology that reduce disposal risk, decrease costs, and/or are for other reasons deemed desirable by City.

"DMV" means California Department of Motor Vehicles.

"Dwelling Unit" means any individual living unit in a single-family dwelling or multi-family dwelling structure or building, a mobile home, or a motor home located on a permanent site intended for, or capable of being utilized for, residential living other than a hotel or motel.

"Edible Food" means food intended for human consumption. Edible food is not solid waste if it is recovered and not discarded. Nothing in this Agreement requires or authorizes the recovery of edible food that does not meet the food safety requirements of the California Retail Food Code (Health & Safety Code § 11700 et seq.).

"E-Waste" means discarded electronic equipment including televisions, computer monitors, CPUs, laptop computers, computer peripherals (including external hard drives, keyboards, scanners, and mice), printers, copiers, facsimile machines, radios, stereos, stereo speakers, VCRs, DVDs, camcorders, microwaves, telephones, cellular telephones, and other electronic devices. Some e-waste or components thereof may be hazardous waste or include hazardous substances and thus require special handling, processing, or disposal.

"Excluded Waste" means hazardous substance, hazardous waste, infectious waste, designated waste, volatile, corrosive, biomedical, infectious, biohazardous, and toxic substances or material; waste that Contractor reasonably believes would, as a result of or upon disposal, be a violation of applicable law, including land use restrictions or conditions; waste that cannot be disposed of in Class III landfills; and, waste that in Contractor's reasonable opinion would present a significant risk to human health or the environment, cause a nuisance, or otherwise expose Contractor or City to potential liability. Excluded waste does not include de minimis volumes or concentrations of waste of a type and amount normally

**EXHIBIT A
DEFINITIONS**

found in residential solid waste after implementation of programs for the safe collection, recycling, treatment, and disposal of batteries and paint in compliance with Public Resources Code Sections 41500 and 41802. Excluded Waste also does not include used motor oil and filters or household batteries when properly placed for collection by Contractor.

“Flow Control” means City’s right to direct discarded materials to a facility of its choosing.

“Food Recovery” means actions to collect and distribute food for human consumption that otherwise would be disposed.

“Food Recovery Organization” means an entity that primarily engages in the collection or receipt of edible food from commercial edible food generators and distributes that edible food to the public for food recovery either directly or through other entities. Food recovery organization includes:

- A. A food bank as defined in Health and Safety Code Section 113783.
- B. A nonprofit charitable organization as defined in Health and Safety Code Section 113841.
- C. A nonprofit charitable temporary food facility as defined in Health and Safety Code Section 113842.

“Food Recovery Service” means a person or entity that collects and transports edible food from a commercial edible food generator to a food recovery organization or other entities for food recovery.

“Food Scraps” means those discarded materials that will decompose and/or putrefy including: (i) all kitchen and table food waste; (ii) animal or vegetable waste that is generated during or results from the storage, preparation, cooking, or handling of food stuffs; (iii) fruit waste, grain waste, dairy waste, meat, and fish waste; and, (iv) vegetable trimmings, houseplant trimmings, and other compostable organic waste common to the occupancy of residential dwellings. Food scraps are a subset of food waste.

“Food-Soiled Paper” means compostable paper material that has come in contact with food scraps or liquid. Food-soiled paper includes compostable paper plates, paper coffee cups, napkins, pizza boxes, and milk cartons.

“Food Waste” means source separated food scraps, food-soiled paper, and compostable plastics. Food waste is a subset of organic materials.

“Generator” means any person whose act or process produces discarded materials, or whose act first causes discarded materials to become subject to regulation.

“Gray Container” means a container where either: (a) the lid of the container is gray or black in color; or, (b) the body of the container is entirely gray or black in color and the lid is gray or black in color. Hardware such as hinges and wheels on a gray container may be any color. Gray containers shall be used for the purpose of storage and collection of gray container waste.

“Gray Container Waste” means solid waste that is collected in a gray container that is part of a three- or four-container organic waste collection service that prohibits the placement of organic waste in the gray container.

ATTACHMENT E

EXHIBIT A DEFINITIONS

"Green Container" means a container where either: (a) the lid of the container is green in color; or, (b) the body of the container is green in color and the lid is green, gray, or black in color. Hardware such as hinges and wheels on a green container may be any color. Green containers shall be used for the purpose of storage and collection of source separated green container organic waste, which includes green waste and organic waste.

"Gross Receipts" shall mean and include all monies, fees, charges, consideration, and revenue received by Contractor in connection with the performance of this Agreement except as noted below. Except as provided in the following sentences, in calculating the total amount of gross receipts, no deductions or subtractions of any kind shall be made by Contractor in determining gross receipts pursuant to this Agreement such as: fines, penalties, claims, settlements, and judgments; or, any other cost of doing business. Gross receipts do not include the City residential maintenance fee or revenue received from the sale of recyclables

"GTCL" means the Consumer Price Index for Garbage and Trash Collection in U.S. city average, all urban consumers, not seasonally adjusted (CUUR0000SEHG02).

"Hazardous Substance" means any of the following: (a) any substances defined, regulated, or listed (directly or by reference) as "hazardous substances," "hazardous materials," hazardous wastes," "toxic waste," "pollutant," or "toxic substances," or similarly identified as hazardous to human health or the environment, in or pursuant to: (i) CERCLA; (ii) the Hazardous Materials Transportation Act (49 USC § 1802 et seq.); (iii) the Resource Conservation and Recovery Act (42 USC § 6901 et seq.); (iv) the Clean Water Act (33 USC § 1251 et seq.); (v) Health and Safety Code Sections 25115-25117, 25249.8, 25281, and 25316; (vi) the Clean Air Act (42 USC § 7901 et seq.); and, (vii) Water Code Section 13050; and, (b) any other hazardous or toxic substance, material, chemical, waste, or pollutant identified as hazardous or toxic or regulated under any other applicable law including friable asbestos, PCBs, petroleum, natural gas, and synthetic fuel products, and by-products.

"Hazardous Waste" means all substances defined as hazardous waste, acutely hazardous waste, or extremely hazardous waste by Health and Safety Code Sections 25110.02, 25115, and 25117 or identified and listed as hazardous waste by the U.S. Environmental Protection Agency. Hazardous waste includes household hazardous waste and medical waste. Where there is a conflict in the definitions employed by two or more agencies having jurisdiction over hazardous or solid waste, the term "hazardous waste" shall be construed to have the broader, more encompassing definition.

"Holiday" means any of the following: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; and, Christmas Day.

"Household Hazardous Waste" or "HHW" means hazardous waste generated at residential premises. HHW includes paint, stain, varnish, thinner, adhesives, auto products (such as old fuel, used motor oil and filter), batteries, household batteries, fluorescent bulbs, tubes, cleaners and sprays, pesticides, fertilizers and other garden products, needles, syringes, and lancets.

"Infectious Waste" means biomedical waste generated at hospitals, public or private medical clinics, dental offices, research laboratories, pharmaceutical industries, blood banks, mortuaries, veterinary facilities, and other similar establishments that are identified in Health and Safety Code Section 25117.5.

ATTACHMENT E

EXHIBIT A DEFINITIONS

“Mulch” means a layer of material that is applied on top of soil and that satisfies all of the following criteria:

- A. Meets or exceeds the physical contamination, maximum metal concentration, and pathogen density standards for land applications specified in 14 CCR Section 17852(a)(24.5)(A)(1) through (3).
- B. Was produced at one or more of the following types of facilities:
 - 1. A compostable material handling operation or facility as defined in 14 CCR Section 17852(a)(12), that is permitted or authorized under Division 7 of Title 14 of the CCR, other than a chipping and grinding operation or facility as defined in 14 CCR Section 17852(a)(10). This criteria disallows mulch produced from chipping and grinding operations to count toward fulfillment of City’s annual organic waste product procurement target.
 - 2. A transfer/processing facility or transfer/processing operation as defined in 14 CCR Section 17402(a)(30) and (31), respectively, that is permitted or authorized under 14 CCR, Division 7, Chapter 12.
 - 3. A solid waste landfill as defined in Public Resources Code Section 40195.1 that is permitted under 27 CCR, Division 2.

“Multi-Family,” “Multi-Family Dwelling,” or “MFD” means any residential premises, other than a single-family premises, with five or more dwelling units used for residential purposes (regardless of whether residence therein is temporary or permanent), including such premises when combined in the same building with commercial establishments, that receive centralized, shared, collection service for all units on the premises that are billed to one customer at one address. Customers residing in townhouses, mobile homes, condominiums, or other structures with five or more dwelling units who receive curbside cart service for refuse, recycling, and organic materials shall not be considered multi-family.

“OAL” means California Office of Administrative Law.

“Occupant” means a person who lawfully occupies a premises.

“Organic Material” or “Organics” means yard trimmings and food waste. No discarded material shall be considered to be organic material, however, unless it is separated from recyclable material and solid waste. Organic material is a subset of organic waste.

“Organic Waste” means wastes containing material originated from living organisms and their metabolic waste products including food, yard trimmings, organic textiles and carpets, lumber, wood, paper products, printing and writing paper, manure, biosolids, digestate, and sludges, or as otherwise defined in 14 CCR Section 18982(a)(46).

“Owner” means the person(s) holding legal title to real property. Owner includes the person(s) listed on the latest equalized assessment roll of the County Assessor.

“Party” or “Parties” means the City and Contractor, individually or together.

“Person” means an individual, firm, association, organization, partnership, consortium, corporation, trust, joint venture, commercial entity, public agency, or other legal entity.

ATTACHMENT E

EXHIBIT A DEFINITIONS

“Premises” means any land or building where recyclable material, organic material, or solid waste is generated or accumulated.

“Processing” or “Process” means to prepare, treat, or convert through some special method.

“Processing Facility” means any plant or site used for the purpose of sorting, cleansing, treating, or reconstituting recyclable material or reusable material for the purpose of making such material available for recycling or reuse or the facility for the processing and/or composting of organic material.

“Prohibited Container Contaminants” means the following: (i) discarded materials placed in the blue container that are not identified as acceptable recyclable material for City’s collection program; (ii) discarded materials placed in the green container or brown container that are not identified as acceptable organic materials for City’s collection program; (iii) discarded materials placed in the gray container that are acceptable recyclable material and/or organic materials to be placed in the blue container, green container, or brown containers or otherwise managed under City’s collection program; and, (iv) special waste and excluded waste placed in any container.

“Proprietary Information” or “Proprietary” or “Confidential” means that information provided by Contractor to City that is exempt from disclosure under the CPRA as a trade secret. Proprietary information does not include Contractor’s customer lists or information required for reporting purposes to be submitted to City in any report specified in this Agreement.

“Public Street” means all City-owned and maintained paved areas between the normal curb line of a roadway, including public parking lots, roadway dividers, and medians.

“Putrescible Waste” means material capable of being decomposed by micro-organisms with sufficient rapidity as to cause nuisances because of odors, gasses, or other offensive conditions, and include materials such as food wastes and offal.

“Rate” means the maximum amount, expressed as a dollar unit, approved by City that Contractor may bill a customer for providing services under this Agreement. A rate has been established for each individual service level and the initial rates for Rate Period Zero and Rate Period One are set forth in Exhibit D.

“Rate Period” means a 12-month period commencing July 1 and concluding the following June 30.

“Recyclable Material” or “Recyclables” means those discarded materials that the generators set out in recyclables containers for collection for the purpose of recycling by Contractor and that exclude excluded waste. Discarded materials shall not be considered recyclable material unless such material is separated from organic material and solid waste. Recyclable material includes: newspaper (including inserts, coupons, and store advertisements); mixed paper (including office paper, computer paper, magazines, junk mail, catalogs, brown paper bags, brown paper, paperboard, paper egg cartons, telephone books, grocery bags, colored paper, construction paper, envelopes, legal pad backings, shoe boxes, cereal, and other similar food boxes yet excluding paper tissues, paper towels, paper with plastic coating, paper contaminated with food, wax paper, foil-lined paper and cartons, and Tyvex non-tearing paper envelopes); chipboard; corrugated cardboard; glass containers of any color (including brown, clear, and green glass bottles and jars); aluminum (including beverage containers and small pieces of scrap metal); steel, tin, or

**EXHIBIT A
DEFINITIONS**

bi-metal cans; mixed plastics such as plastic containers (numbers one to seven), plastic six and EPS; bottles including containers made of HDPE, LDPE, or PET; and, those materials added by Contractor from time to time.

“Recycle” or “Recycling” means the process of sorting, cleansing, treating, and reconstituting at a recyclable materials processing facility, materials that would otherwise be disposed of at a landfill for the purpose of returning such materials to the economy in the form of raw materials for new, reused, or reconstituted products. Recycling includes processes deemed to constitute a reduction of landfill disposal pursuant to 14 CCR, Division 7, Chapter 12, Article 2. Recycling does not include gasification or transformation as defined in Public Resources Code Section 40201.

“Related-Party Entity” means all businesses (including corporations, limited and general partnerships, and sole proprietorships) that are related to Contractor by virtue of ownership interests or common management. Related-party entities shall be limited to those businesses that are directly or indirectly involved in the Contractor’s performance of this Agreement. Related-party entity includes a business in which Contractor has an ownership interest, a business that has an ownership interest in Contractor, and a business that is also owned, controlled, or managed by any person that has an ownership interest in Contractor. For purposes of determining whether an indirect ownership interest exists, the constructive ownership provisions of 26 U.S.C. Section 318(a) shall apply; provided, however, (i) “ten percent” shall be substituted for “fifty percent” in Section 318(a)(2)(C) and in Section 318(a)(3)(C); and, (ii) Section 318(a)(5)(C) shall be disregarded. For purposes of determining ownership under this Paragraph and constructive or indirect ownership under Section 318(a), ownership interest of less than 10% shall be disregarded, and percentage interests shall be determined on the basis of the percentage of voting interest or value that the ownership interest represents, whichever is greater.

“Renewable Natural Gas” or “RNG” means gas derived from organic waste that has been diverted from a landfill and processed at an in-vessel digestion facility that is permitted or otherwise authorized by 14 CCR to recover organic waste, or as otherwise defined in 14 CCR Section 18982(a)(62).

“Residential” means of, from, or pertaining to a single-family premises or multi-family premises including single-family homes, apartments, condominiums, townhouse complexes, mobile home parks, and cooperative apartments.

“Residue” means those materials that, after processing, are disposed rather than recycled due to either the lack of markets for materials or the inability of the processing facility to capture and recover the materials.

“Reusable Material” means items that are capable of being used again after minimal processing. Reusable material may be collected, source separated, or recovered through a processing facility.

“Roll-Off Box” means an open-top container with a capacity of 10 to 40 cubic yards that is serviced by a roll-off collection vehicle.

“SB 54” means Senate Bill 54 (2022).

“SB 1383” means Senate Bill 1383 (2016).

ATTACHMENT E

EXHIBIT A DEFINITIONS

“Self-Hauler” or “Self-Haul” means a person who hauls discarded materials, recovered material, or any other material that such person generates at its own premises to another person. Self-Hauler also includes a person who back-hauls waste from premises it owns and operates.

“Service Level” refers to the size of a customer’s container(s) and the frequency of collection service.

“Sharps” means hypodermic needles, pen needles, intravenous needles, lancets, and other devices that are used to penetrate the skin for the delivery of medications.

“Single-Family” or “SFD” means any detached or attached house or residence designed or used for occupancy by one family, provided that collection service feasibly can be provided to such premises as an independent unit. Single-family includes mobile homes, townhouses, and each independent unit of duplex, tri-plex, or four-plex residential structures, regardless of whether each unit is separately billed for its specific service level. Customers residing in townhouses, mobile homes, condominiums, or other structures with five or more dwelling units who receive curbside cart service for refuse, recycling, and organic materials shall not be considered single-family.

“Solid Waste” means solid waste as defined in Public Resources Code Section 40191. Solid waste does not include excluded waste, C&D, source separated recyclable material, source separated organic material, and radioactive waste. Solid waste may include de minimis volumes or concentrations of waste of a type and amount normally found in residential solid waste after implementation of programs for the safe collection, recycling, treatment, and disposal of household hazardous waste in compliance with Public Resources Code Sections 41500 and 41802. Solid waste includes salvageable materials only when such materials are included for collection in a solid waste container not source separated from solid waste at the site of generation.

“Source Separated” means the segregation, by the generator, of materials designated for separate collection for some form of recycling, composting, recovery, or reuse.

“Special Waste” shall mean solid waste that does not fit the collection criteria and specifications stated in this Agreement.

“Split-Bin” means a bin that is split or divided into two sections in order to segregate two source separated discarded material types in one container.

“State” means the State of California.

“Subcontractor” means a person who has entered into a contract with Contractor for the performance of an act that is necessary for Contractor’s fulfillment of its obligations under this Agreement. Subcontractor does not include vendors providing materials and supplies to Contractor.

“Tier One Commercial Edible Food Generator” means a commercial edible food generator that is one of the following:

- A. Supermarket.
- B. Grocery store with a total facility size equal to or greater than 10,000 square feet.

ATTACHMENT E

EXHIBIT A DEFINITIONS

- C. Food service provider.
- D. Food distributor.
- E. Wholesale food vendor.

“Tier Two Commercial Edible Food Generator” means a commercial edible food generator that is one of the following:

- A. Restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet.
- B. Hotel with an on-site food facility and 200 or more rooms.
- C. Health facility with an on-site food facility and 100 or more beds.
- D. Large venue.
- E. Large event.
- F. A state agency with a cafeteria with 250 or more seats or total cafeteria facility size equal to or greater than 5,000 square feet.
- G. A local education agency with an on-site food facility.

“Ton” or “Tonnage” means a unit of measure for weight equivalent to 2,000 standard pounds where each pound contains 16 ounces.

“Townhouse” means an attached or semi-attached single-family premises within a group of attached or semi-attached single-family premises, regardless of whether the premises is billed individually or through a central account (e.g., homeowner association, property manager), wherein each unit maintains an individual collection service subscription, as determined in writing by the City Manager.

“Transfer” means the act of transferring the materials collected by Contractor in its route vehicles into larger vehicles for transport to other facilities for the purpose of recycling or disposing of such materials.

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

“Universal Waste” or “U-Waste” means all wastes as defined by Title 22 CCR Sections 66273.1 through 66273.9. Universal waste includes batteries, fluorescent light bulbs, mercury switches, and e-waste.

“Working Days” means days that Contractor is required to provide regularly scheduled collection services under this Agreement.

“Yard Trimmings” means green trimmings, grass, weeds, leaves, prunings, branches, dead plants, brush, tree trimmings, dead trees, small pieces of unpainted and untreated wood, and other types of organic material resulting from normal yard and landscaping maintenance. Yard trimmings does not include excluded waste. Yard trimmings are a subset of organic material. Yard trimmings placed for collection may not exceed six inches in diameter and three feet in length and must fit within the Contractor-provided container.

ATTACHMENT E

**EXHIBIT B:
DIRECT SERVICES**

ATTACHMENT E

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ATTACHMENT E

EXHIBIT B: DIRECT SERVICES

The following Exhibits (B1 through B4) describe the programs that, in aggregate, represent the direct services to be performed under this Agreement by Contractor.

Each of the following Exhibits (B1 through B4) present the programs to be provided to each customer type by Contractor. Within each program description are specific requirements for the:

- Type and size of containers or service level to be offered by Contractor under each program.
- Frequency of service to be offered by Contractor to customers.
- Location of service, including an indication of whether or not additional charges may apply if a customer selects a location that is more costly to serve (e.g., back-yard service).
- Materials that are acceptable or prohibited within the program.
- Provision of additional services to the customer if the standard service levels are inadequate, either on a regular or periodic basis, and an indication of whether or not additional charges may apply.
- Other requirements and considerations of the program.

Contractor shall provide the services for each program described in accordance with the specific program requirements detailed in Exhibits B1 through B4 and Contractor shall promote such programs using the public education and outreach methods described in Exhibit C.

ATTACHMENT E

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ATTACHMENT E

**EXHIBIT B1:
SINGLE-FAMILY RESIDENTIAL SERVICES**

ATTACHMENT E

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EXHIBIT B1
SINGLE-FAMILY RESIDENTIAL SERVICES

1. Recyclable Materials Collection

Contractor shall collect recyclable materials placed in Contractor-provided containers one time per week from single-family customers and transport all recyclable materials to the approved recyclable materials processing facility for processing.

| | |
|------------------------------|---|
| Containers: | Carts |
| Container Sizes: | 64- and 96-gallons (or comparable sizes approved by City). Standard container size is 96-gallon. 64-gallon service shall be made available for no reduction in charge, upon request by customer. |
| Service Frequency: | One time per week on the same day as organic materials and solid waste collection services |
| Service Location: | Curbside or alley |
| Acceptable Materials: | Recyclable materials |
| Prohibited Materials: | Solid waste, organic materials, special waste, and excluded waste |
| Additional Service: | Single-family customers shall receive one recyclable materials cart standard and may request an unlimited number of additional recyclable materials carts at no additional charge. |
| Other Requirements: | Contractor may refuse to collect a recyclable materials container that contains prohibited container contaminants in the manner and subject to the limits described in Section 5.10 and provided that Contractor leaves a non-collection notice in accordance with Section 6.3.B. Contractor shall keep a record of all non-collection notices and courtesy pick-up notices issued to customers, recording at a minimum the date, customer address, and material type of the container in question. |

2. Organic Materials Collection

Contractor shall collect organic materials placed in Contractor-provided carts one time per week from single-family customers and transport all organic materials to the approved organic materials processing facility for processing.

| | |
|------------------------------|--|
| Containers: | Carts |
| Container Sizes: | 32-, 64-, and 96-gallons (or comparable size approved by City). Standard container size is 96-gallon. 64- or 32-gallon service shall be made available for no reduction in charge, upon request by customer. |
| Service Frequency: | One time per week on the same day as recyclable materials and solid waste collection services |
| Service Location: | Curbside |
| Acceptable Materials: | Organic materials (including yard trimmings and food waste) |
| Prohibited Materials: | Recyclable materials, solid waste, special waste, and excluded waste |
| Additional Service: | Single-family customers shall receive one organic materials cart standard. Contractor shall provide additional organic materials carts to single-family customers upon request and may charge the appropriate rate approved by City. |

EXHIBIT B1
SINGLE-FAMILY RESIDENTIAL SERVICES

Other Requirements: Contractor shall make available, to all single-family customers, kitchen pails for customer purchase at the rate in the approved rate schedule. City shall approve kitchen pail specifications prior to ordering and distribution. Upon City request, Contractor will make available pails that are provided by City at Contractor's facilities located in Anaheim for pick-up by customers. Contractor may request identification to confirm City residency.

If the approved organic materials processing facility accepts compostable plastic bags, single-family customers may place organic materials in compostable plastic bags and then place the bagged organic materials into their organic materials carts for collection. Such bags must be labeled as "compostable" by the manufacturer and certified by BPI. Contractor shall submit the required compostable plastic processing notifications in accordance with Section 5.1.I and Exhibit F.

Contractor may refuse to collect an organic materials container that contains prohibited container contaminants in the manner and subject to the limits described in Section 5.10 and provided that Contractor leaves a non-collection notice in accordance with Section 6.3.B. Contractor shall keep a record of all non-collection notices and courtesy pick-up notices issued to Customers, recording at a minimum the date, customer address, and material type of the container in question.

3. Solid Waste Collection

Contractor shall collect solid waste placed in Contractor-provided carts one time per week from single-family customers and transport all solid waste to the designated disposal facility for disposal.

Containers: Carts

Container Sizes: 32-, 64-, and 96-gallons (or comparable sizes approved by City). Standard Container size is 96-gallon. 64- or 32-gallon service shall be made available for no reduction in charge, upon request by customer.

Service Frequency: One time per week on the same day as recyclable materials and organic materials collection services

Service Location: Curbside

Acceptable Materials: Solid waste

Prohibited Materials: Recyclable materials, organic materials, special waste, and excluded waste

Additional Service: Contractor shall provide additional solid waste carts to single-family customers upon request and may charge the appropriate rate approved by City.

Other Requirements: None

4. On-Call Bulky Goods/Reusable Materials Collection

Contractor shall collect bulky goods, reusable materials, and other materials described herein from single-family customers. Contractor shall transport all collected materials to the appropriate approved facility or designated disposal facility for reuse, processing, or disposal.

EXHIBIT B1
SINGLE-FAMILY RESIDENTIAL SERVICES

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| Containers: | Not applicable |
| Service Level: | Up to 20 bulky goods/reusable materials |
| Service Frequency: | Three pick-ups per year per household. A customer is allowed up to three bulky item pick-up requests in a calendar year. Any request after a third pick-up is subject to additional pick-up charges outlined in Exhibit D. |
| Service Location: | Curbside |
| Acceptable Materials: | Reusable materials, bulky goods, recyclable materials, yard trimmings, e-waste, and solid waste |
| Prohibited Materials: | Food scraps, hazardous substances, abandoned automobiles, trees, excluded waste, electronic waste, construction and demolition waste including roofing, lumber, concrete, masonry, stucco, tile, carpet cuts, or any single item (e.g., large auto parts, etc.) that two people cannot safely handle. |
| Additional Service: | Contractor shall collect additional acceptable materials (as described herein) that exceed the required service level (as requested by customer) and may charge the appropriate rates approved by City for such additional service. |
| Other Requirements: | Contractor shall provide the service to the customer within a reasonable time but not longer than seven days of the customer's requested service date, as mutually agreed upon by the customer and Contractor. Contractor shall not dispose of materials collected through the on-call bulky goods/reusable materials collection program unless the materials cannot be reused or recycled. Contractor shall process and dispose of bulky goods and reusable materials collected from customers in accordance with the following hierarchy: (1) reuse as is (where energy efficiency is not compromised); (2) disassemble for reuse or recycling; (3) recycle or compost; and if none of the other options are practicable; then, (4) dispose. |

5. Holiday Tree Collection

Annually, commencing the day after December 25 and three weeks thereafter, Contractor shall collect holiday trees from single-family customers. Customers are required to place the holiday trees curbside on the customer's regularly scheduled collection day. Holiday trees must be removed from stands; cut into lengths no longer than four feet; and, be free of ornaments, garlands, tinsel, flocking, or other decorations. Contractor shall not be required to collect holiday trees that do not meet such criteria. Contractor shall affix a non-collection notice to any non-collected tree informing the customer of the reason(s) for non-collection. Contractor may charge City-approved rates to return and collect a previously non-collected holiday tree that has been corrected and set out. Contractor shall deliver all collected holiday trees to the approved organic materials processing facility for processing.

Holiday tree collection services shall be provided at no additional cost to City or the customer.

6. Alternative Service Location for Disabled Single-Family Customers

Contractor shall allow for persons that have a disability as defined by the Americans with Disabilities Act (42 U.S.C. §§ 12101-12213 and 27 U.S.C. §§ 225 and 611, and all regulations relating thereto) that are occupants of single-family premises to receive collection services at a location other than curbside at no extra charge to the customer. Contractor shall review all applications (which shall include statements from

EXHIBIT B1
SINGLE-FAMILY RESIDENTIAL SERVICES

physicians) made by customers to determine conformance with this exemption provision and shall grant exemptions, if applicable. Contractor shall make reasonable accommodations with regard to provision of and servicing of containers (e.g., container size and type, placement of containers for collection) at no additional cost to the customer. In the event of a dispute as to whether or not a customer is entitled to this service, City shall make the final determination. Upon customer request, Contractor may make such alternative service locations available to single-family customers that do not have a disability (as defined herein) for an additional, City-approved rate.

7. Sharps Collection Program

Contractor shall assist City in promoting the County's Sharps Collection Program, including advertising the event on Contractor's website.

8. Temporary Bin Service

Contractor shall provide exclusive temporary bin service to customers upon request for collection of solid waste, recyclable materials, and organic materials. Contractor shall deliver a temporary bin to a customer by the following business day, if requested by 12:00 p.m.; otherwise, delivery shall be no later than the second business day. Rates for temporary bin service are listed separately in the approved rate schedule.

9. Curbside Grease Collection Program

If ever required by the applicable sanitation district or other regulatory agency, Contractor shall design a program for the collection of grease, fat, oils, and similar waste generated from household cooking activities (the "Curbside Grease Collection Program") that the City Manager approves. Contractor shall be responsible to ensure the Curbside Grease Collection Program complies with all applicable laws. At such time as a Curbside Grease Collection Program is implemented and in order to ensure that Contractor is fairly compensated for any additional costs incurred in implementing such a program, Contractor and City shall meet and confer in good faith to determine a fair and reasonable adjustment to the maximum rates set forth on Exhibit D in order to compensate Contractor for implementing such a program.

10. Residential Non-Controlled Medication Collection Program

Contractor shall assist City in increasing awareness of medication takeback programs provided by local pharmacies or programs offered by other government entities, including the Brea Police Department's annual medication take-back day. Promotional activities shall include posting on Contractor's website, inclusion in the annual brochures/mailings mailed to each residential premises customer, and press releases to local news outlets.

11. Household Hazardous Contaminant Program

Contractor shall assist City in increasing awareness of the County's drop-off locations for HHW, including drop-off at Contractor's Anaheim (CVT) and Huntington Beach facilities. Promotional activities shall include posting on Contractor's website, inclusion in the annual brochures/mailings mailed to each residential premises customer, billing inserts, social media targeted outreach, and press releases to local news outlets.

EXHIBIT B1
SINGLE-FAMILY RESIDENTIAL SERVICES

12. Solid Waste Extra Collection

Upon customer request and prepayment of the rate included in the rate schedule, Contractor shall return to service and collect all three residential carts (organics materials, recycling, and refuse carts).

ATTACHMENT E

**EXHIBIT B2:
MULTI-FAMILY RESIDENTIAL SERVICES**

ATTACHMENT E

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EXHIBIT B2
MULTI-FAMILY RESIDENTIAL SERVICES

1. Recyclable Materials Collection

Contractor shall collect recyclable materials placed in Contractor-provided containers from multi-family customers receiving solid waste bin service in accordance with the approved rate schedule and shall transport all recyclable materials to the approved recyclable materials processing facility for processing. Recyclable materials collection services shall be provided to multi-family customers in accordance with the approved rate schedule.

- Containers:** Container sizes and service frequencies as defined in Exhibit D
- Service Location:** To avoid potential safety concerns, and in accordance with the City Code, the service location will be designated by the customer, subject to Contractor confirmation of the service location for safe collection operations at the multi-family premises.
- Acceptable Materials:** Recyclable materials
- Prohibited Materials:** Organic materials, solid waste, special waste, and excluded waste
- Additional Service:** Special pick-ups requested by a customer, on days other than the regularly scheduled collection day, shall be available at an approved additional charge.
- Other Requirements:** Contractor shall contact each multi-family customer to determine appropriate container sizes and service frequency. Contractor shall deliver recyclable materials containers to each multi-family customer at the same time that Contractor delivers solid waste containers.

Contractor shall open and close gates, push and/or pull containers, lock and unlock containers, or perform other services as reasonably necessary to access and service containers (additional charge may apply).

Contractor may refuse to collect a recyclable materials container that contains prohibited container contaminants in the manner and subject to the limits described in Section 5.10 and provided that Contractor leaves a non-collection notice in accordance with Section 6.3.B. Contractor shall keep a record of all non-collection notices and courtesy pick-up notices issued to customers, recording at a minimum the date, customer address, and material type of the container in question.

2. Organic Materials Collection

Contractor shall collect organic materials in Contractor-provided containers not less than one time per week (unless a customer has a City-approved organic materials waiver) from multi-family customers and transport all organic materials to the approved organic materials processing facility for processing. Organic materials collection services shall be provided to multi-family customers receiving solid waste bin service in accordance with the approved rate schedule.

- Containers:** Container sizes and service frequencies as defined in Exhibit D
- Service Location:** To avoid potential safety concerns, and in accordance with the City Code, the service location will be designated by the customer subject to Contractor confirmation of the service location for safe collection operations at the multi-family premises

EXHIBIT B2
MULTI-FAMILY RESIDENTIAL SERVICES

- Acceptable Materials:** Organic materials (including yard trimmings and food waste)
- Prohibited Materials:** Recyclable materials, solid waste, special waste, and excluded waste
- Additional Service:** Special pick-ups requested by a customer, on days other than their regularly scheduled collection day, will be available at an approved additional charge.
- Other Requirements:** Contractor shall make available for purchase kitchen pails designed to contain food scraps prior to placement in the customer's organic materials container to all multi-family dwelling units at rates in the approved rate schedule. City shall approve kitchen pail specifications prior to ordering and distribution.
- Upon City or customer request, Contractor shall contact each multi-family customer to determine appropriate container sizes and service frequency. Contractor shall deliver organic materials containers to each multi-family customer at the same time that Contractor delivers solid waste containers.
- Contractor shall open and close gates, push and/or pull containers, lock and unlock containers, or perform other services as reasonably necessary to access and empty containers (additional charge may apply).
- Contractor may refuse to collect an organic materials container that contains prohibited container contaminants in the manner and subject to the limits described in Section 5.10 and provided that Contractor leaves a non-collection notice in accordance with Section 6.3.B. Contractor shall keep a record of all non-collection notices and courtesy pick-up notices issued to customers, recording at a minimum the date, customer address, and material type of the container in question.

3. Solid Waste Collection

Contractor shall collect solid waste placed in Contractor-provided containers not less than one time per week from multi-family customers and transport all solid waste to the designated disposal facility for disposal.

- Containers:** Container sizes and service frequencies as defined in Exhibit D.
- Service Location:** To avoid potential safety concerns, and in accordance with the City Code, the service location will be designated by the customer subject to Contractor confirmation of the service location for safe collection operations at the multi-family premises.
- Acceptable Materials:** Solid waste
- Prohibited Materials:** Recyclable materials, organic materials, special waste, and excluded waste
- Additional Service:** Special pick-ups requested by a customer, on days other than their regularly scheduled collection day, will be available at an approved additional charge.
- Other Requirements:** Contractor shall contact each multi-family customer to determine appropriate container sizes and service frequency.
- Contractor shall open and close gates, push and/or pull containers, lock and unlock containers, or perform other services as reasonably necessary to access and service containers (additional charge may apply).

EXHIBIT B2
MULTI-FAMILY RESIDENTIAL SERVICES

4. Bulky Good/Reusable Materials Collection

Contractor shall collect bulky goods, reusable materials, and other materials described herein from multi-family customers. Contractor shall transport all collected materials to the appropriate approved facility for reuse, processing, or disposal.

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| Containers: | Not applicable |
| Service Level: | Multi-family premises with cart service receive the same service level as single-family, see Exhibit B1.4. Multi-family premises with bin service may request bulky good pick-ups at the rates identified in Exhibit D, see Exhibit B3.5. |
| Service Frequency: | Multi-family premises with cart services – same as single-family. Multi-family with bin service – by request at rates identified in Exhibit D. Twenty item limit per collection based on rates identified in Exhibit D. |
| Service Location: | Curbside for multi-family premises with cart services. For multi-family premises with bin service, after a confirmed acknowledgment by Contractor of the bulky item pick-up request by the customer, the item(s) to be removed shall be set out near the actively serviced location of the customers container(s) or enclosure. The item(s) placed near the container(s) or enclosure shall be set out in a manner that is unobstructed from objects unrelated to the bulky item requested to be removed and shall be placed in a manner that can safely be extracted from the set-out location by hand. Any bulky items set out that are obstructed or cannot be safely extracted may not be removed from the setout location. |
| Acceptable Materials: | Reusable materials, bulky goods, recyclable materials, yard trimmings, electronic waste, and solid waste |
| Prohibited Materials: | Food scraps, hazardous substances, abandoned automobiles, trees, excluded waste, electronic waste, construction and demolition waste including roofing, lumber, concrete, masonry, stucco, tile, carpet cuts, or any single item (e.g., large auto parts, etc.) that two people cannot safely handle. |
| Additional Service: | N/A |
| Other Requirements: | Contractor shall provide the service to the customer within seven working days of the customer's requested service date, as mutually agreed upon by the customer and Contractor. Customer may request pick-up of a maximum of 20 bulky goods at each pick-up. Contractor shall not dispose of materials collected through the on-call bulky goods/reusable materials collection program unless the materials cannot be reused or recycled. Contractor shall process and dispose of bulky goods and reusable materials collected from customers in accordance with the following hierarchy: (1) reuse as is (where energy efficiency is not compromised); (2) disassemble for reuse or recycling; (3) recycle or compost; and, if none of the other options are practicable, (4) dispose. |

5. Holiday Tree Collection

Annually, commencing the day after December 25 and three weeks thereafter, or as otherwise approved by the City Manager, Contractor shall provide collection services as needed to collect holiday trees from multi-family customers at a mutually agreed upon time, date, and designated collection location, as

ATTACHMENT E

EXHIBIT B2
MULTI-FAMILY RESIDENTIAL SERVICES

arranged by the Contractor and each multi-family property owner or manager. Contractor shall offer each multi-family property owner or manager the option to receive holiday tree collection service in bins or roll-off boxes, which Contractor shall provide for such service.

Holiday trees must be removed from stands; cut into lengths no longer than four feet; and, be free of ornaments, garlands, tinsel, flocking, or other decorations. Contractor shall not be required to collect holiday trees that do not meet the aforementioned criteria and/or are not placed at the agreed upon collection location, container, and time period. Contractor shall affix a non-collection notice to any non-collected holiday tree informing the customer of the reason(s) for non-collection.

ATTACHMENT E

**EXHIBIT B3:
COMMERCIAL SERVICES**

ATTACHMENT E

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**EXHIBIT B3
COMMERCIAL SERVICES**

1. Recyclable Materials Collection

Contractor shall collect recyclable materials placed in Contractor-provided containers from commercial customers subscribing to recyclable materials collection service and transport all recyclable materials to the approved recyclable materials processing facility for processing. Recyclable materials collection services shall be provided to commercial customers in accordance with the approved rate schedule.

- Containers:** Carts, bins, roll-off boxes, and compactors sizes and service frequencies as defined in Exhibit D
- Service Location:** To avoid potential safety concerns, and in accordance with the City Code, the service location will be designated by the customer subject to Contractor confirmation of the service location for safe collection operations at the commercial premises
- Acceptable Materials:** Recyclable Materials
- Prohibited Materials:** Organic materials, solid waste, special waste, and excluded waste
- Additional Service:** Special pick-ups requested by a customer, on days other than the regularly scheduled collection day, shall be available at an approved additional charge.
- Other Requirements:** Upon City or customer request, Contractor shall contact each commercial customer to determine appropriate container sizes and service frequency. Contractor shall deliver recyclable materials containers to each commercial customer at the same time that Contractor delivers solid waste containers, unless that commercial customer is exempted from recyclable materials services by City or has demonstrated to City that it is diverting recyclable materials through subscription with another City-approved hauler, or other City-approved method.
- Contractor shall open and close gates, push and/or pull containers, lock and unlock containers, or perform other services as reasonably necessary to access and empty containers (additional charge may apply as determined in Exhibit D).
- Contractor may refuse to collect a recyclable materials container that contains prohibited container contaminants in the manner and subject to the limits described in Section 5.10 and provided that Contractor leaves a non-collection notice in accordance with Section 6.3.B. Contractor shall keep a record of all non-collection notices and courtesy pick-up notices issued to customers, recording at a minimum the date, customer address, and material type of the container in question.

2. Organic Materials Collection

Contractor shall collect organic materials placed in Contractor-provided containers not less than one time per week from commercial customers and transport all organic materials to the approved organic materials processing facility for processing. Organic materials collection services shall be provided to commercial customers in accordance with the approved rate schedule.

- Containers:** Carts, bins, roll-off boxes, and compactors sizes and service frequencies as defined in Exhibit D

**EXHIBIT B3
COMMERCIAL SERVICES**

- Service Location:** To avoid potential safety concerns, and in accordance with the City Code, the service location will be designated by the customer subject to Contractor confirmation of the service location for safe collection operations at the commercial premises.
- Acceptable Materials:** Organic materials (including yard trimmings and food scraps)
- Prohibited Materials:** Recyclable materials, solid waste, special waste, and excluded waste
- Additional Service:** Special pick-ups requested by a customer, on days other than the regularly scheduled collection day, shall be available at an approved additional charge.
- Other Requirements:** Contractor shall contact each commercial customer to determine appropriate container sizes and service frequency. Contractor shall deliver organic materials containers to each commercial customer at the same time that Contractor delivers solid waste containers, unless that commercial customer is exempted from organic materials services by City or has demonstrated to City that it is diverting organic materials through subscription with another City-approved hauler, or other City-approved method.
- Contractor shall open and close gates, push and/or pull containers, lock and unlock containers, or perform other services as reasonably necessary to access and empty containers (additional charge may apply as determined in Exhibit D).
- Contractor may refuse to collect an organic materials container that contains prohibited container contaminants in the manner and subject to the limits described in Section 5.10 and provided that Contractor leaves a non-collection notice in accordance with Section 6.3.B. Contractor shall keep a record of all non-collection notices and courtesy pick-up notices issued to customers, recording at a minimum the date, customer address, and material type of the container in question.

3. Solid Waste Collection

Contractor shall collect solid waste placed in Contractor-provided containers not less than one time per week from commercial customers and transport all solid waste to the designated disposal facility for disposal. Solid waste collection services shall be provided to commercial customers in accordance with the approved rate schedule.

- Containers:** Carts, bins, roll-off boxes, and compactors sizes and service frequencies as defined in Exhibit D
- Service Location:** To avoid potential safety concerns, and in accordance with the City Code, the service location will be designated by the customer subject to Contractor confirmation of the service location for safe collection operations at the commercial premises.
- Acceptable Materials:** Solid waste
- Prohibited Materials:** Recyclable materials, organic materials, special waste, and excluded waste
- Additional Service:** Special pick-ups requested by a Customer, on days other than the regularly scheduled collection day, shall be available at an approved additional charge.

**EXHIBIT B3
COMMERCIAL SERVICES**

Other Requirements: Contractor shall contact each commercial customer to determine appropriate container sizes and service frequency.

Contractor shall open and close gates, push and/or pull containers, lock and unlock containers, or perform other services as reasonably necessary to access and empty containers (additional charge may apply).

4. Temporary Bin Service

Contractor shall provide exclusive temporary bin service to customers upon request for collection of solid waste, recyclable materials, and organic materials. Contractor shall deliver a temporary bin to a customer by the following business day, if requested by 12:00 pm; otherwise, delivery shall be no later than the second business day. Rates for temporary bin service are listed separately in the approved rate schedule.

5. Bulky Good/Reusable Materials Collection

Contractor shall collect bulky goods, reusable materials, and other materials described herein from commercial customers at the rates included in Exhibit D. Contractor shall transport all collected materials to the appropriate approved facility for reuse, processing, or disposal.

Containers: Not applicable

Service Level: Commercial premises may request bulky good pick-ups at the rates identified in Exhibit D. Twenty item limit, per collection, based on rates identified in Exhibit D.

Service Frequency: There is no limit on the amount of requests with collection provided at rates identified in Exhibit D.

Service Location: Default is curbside for commercial premises, or if curbside is not applicable or causes safety concerns location will be at mutually agreed upon location by customer and Contractor.

Acceptable Materials: Reusable materials, bulky goods, recyclable materials, yard trimmings, electronic waste, and solid waste

Prohibited Materials: Food scraps, hazardous waste, abandoned automobiles, trees, excluded waste, special waste, or any single item (e.g., large auto parts) that exceeds 200 pounds in weight

Additional Service: N/A

Other Requirements: Contractor shall provide the service to the customer within seven working days of the customer's requested service date, as mutually agreed upon by the customer and Contractor. Customer may request pick-up of a maximum of 20 bulky goods at each pick-up charged at rates in Exhibit D. Contractor shall not dispose of materials collected through the on-call bulky goods/reusable materials collection program unless the materials cannot be reused or recycled. Contractor shall process and dispose of bulky goods and reusable materials collected from customers in accordance with the following hierarchy: (1) reuse as is (where energy efficiency is not compromised); (2) disassemble for reuse or recycling; (3) recycle or compost; and, if none of the other options are practicable, (4) dispose.

ATTACHMENT E

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ATTACHMENT E

**EXHIBIT B4:
CITY AND COMMUNITY SERVICES AND DATA**

ATTACHMENT E

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EXHIBIT B4
CITY AND COMMUNITY SERVICES AND DATA

1. Services to City Facilities

Contractor shall collect recyclable materials, organic materials, bulky goods, and solid waste from City facilities, including collection of street sweeping solid waste, in the same manner as those services are provided to commercial customers and shall provide designated personnel in accordance with Section 6.7.D. Contractor shall provide service to all existing City facilities identified in Exhibit B4 as well as any future City facilities established after the Effective Date. Contractor shall provide these services at no additional cost to City. City facility service as described by this Section shall include unlimited roll-off box collection service, including construction and demolition roll-off boxes to support City construction and demolition projects, and periodic bulky goods collection. Contractor shall deliver roll-off boxes within 24 hours of City request. Contractor shall collect, empty, and return roll-off boxes within 24 hours of City request. Contractor shall remove and not return roll-off boxes within 24 hour of City request.

2. Emergency Services

Contractor shall provide and maintain a current emergency list of responsible personnel to be contacted in the event of an emergency. Contractor shall provide emergency services (i.e., special collections, transport, processing, and disposal) at the request of the City Manager in the event of major accidents, disruptions, or natural calamities. Contractor shall be capable of providing emergency services within 24 hours of notification by the City Manager or as soon thereafter as is reasonably practical in light of the circumstances. For any services that exceed the scope of services under this Agreement, Contractor shall be entitled to compensation at the emergency service rates approved under this Agreement. City shall have discretion in the method of such compensation between direct payments by City and allowing such costs to be considered in the adjustment of rates for the following rate period.

3. Shredding Event(s)

Contractor shall provide an on-site mobile shredding service for use by City residents (a "Shredding Event") one time per calendar year at no additional charge. The Shredding Event shall be provided at a date, time, and location designated and approved by the City Manager and shall be for a minimum of three hours in duration. In the event inclement weather prevents a Shredding Event from occurring, Contractor shall reschedule the Shredding Event to a date, time, and location designated and approved by the City Manager. The Shredding Event shall be conducted at Contractor's sole cost and expense, utilizing equipment, personnel, and methods appropriate for such event, as approved by the City Manager. Prior to each Shredding Event, Contractor shall coordinate with City staff and/or public safety personnel to make arrangements for safe, convenient, and effective access to and participation by City residents in the Shredding Event and shall procure all necessary insurance coverage. Contractor shall provide staff to assist with verifying residency, distributing educational materials, assisting with traffic control, and providing other opportunities of outreach/education to the community as determined by City staff. Each Shredding Event shall be designed to accommodate up to a maximum of five "Bankers" boxes of paper or other media suitable for shredding from each residential and multi-family premises customer that is participating in the Shredding Event. Participants are allowed to observe the shredding of their materials during the Shredding Event. Contractor shall publicize each Shredding Event through methods, and using materials, approved by the City Manager, at no cost to City.

EXHIBIT B4
CITY AND COMMUNITY SERVICES AND DATA

4. Procurement of Organic Waste Products

- A. **Annual Requirements.** Contractor shall assist City to procure sufficient California derived compost, mulch, and/or renewable natural gas to meet City's requirement for recovered organic waste products of 0.08 tons per capita per year as specified in SB 1383.

Contractor shall annually perform the following activities:

1. **Compost/Mulch Give-Away Events.** Contractor shall distribute an annual total of at least 20 tons (or a higher amount, if requested by the City) of compost and/or mulch to Brea residents at no additional cost to City or customers at one public compost/mulch give-away event per contract year (such that Contractor shall provide at least 500 bags per event). The location, date, and time of such events shall be mutually agreed upon by Contractor and the City Manager and may be held in conjunction with other City-approved events. Contractor shall deliver the loose or bagged compost/mulch to the agreed-upon event location at no cost to City. Contractor shall provide at least one attendant for at least six hours per event. Any compost and or mulch given away to the community through this program shall count towards Contractor's obligations to provide City with the amount of organic waste products required under SB 1383.
 2. **Use of RNG.** Contractor shall use reasonable business efforts to use California-derived renewable natural gas in collection vehicles and provide City the necessary SB 1383 implementation record documentation if RNG is utilized.
- B. **Other Requirements.** City will notify Contractor by January 1 of each calendar year if any further assistance will be requested by the Contractor to support the City in achieving the City's SB 1383 organic waste procurement requirements in addition to the annual requirements in Section 4.A of this Exhibit B4 above. Possible support includes, but is not limited to the following:
1. **Bulk Compost and/or Mulch.** If requested by City, Contractor shall provide bulk compost, mulch, or both to assist City to achieve City's recovered organic waste product purchasing requirements. City will notify Contractor of City's needs for delivery of compost, mulch, or both, each calendar year by January 1 or with a minimum of two weeks' notice for sudden requests to allow Contractor time to make the necessary arrangements. City requests shall include the desired tonnage of each material type and location for delivery. Contractor shall deliver compost, mulch, or both, at an agreed upon date and time by the City Manager to any mutually agreed upon location within City limits. City will review the quality specifications provided by Contractor of the selected material type for any given application. Contractor shall be entitled to compensation for actual costs of providing compost and mulch. Contractor shall provide City with copies of supporting documentation, such as invoices from compost/mulch producers, for the purchase of compost/mulch, and transportation invoices from providers that deliver the compost/mulch. City shall remit compensation directly to Contractor through payment of monthly invoices submitted by Contractor.
 2. **Other SB 1383 Compliant Methods.** If requested by the City, Contractor, as part of the City's annual procurement support request, may utilize other methods approved by CalRecycle or applicable law to assist the City to achieve the procurement requirements including provision of organic material to third parties through direct service provider agreements, purchase of

EXHIBIT B4
CITY AND COMMUNITY SERVICES AND DATA

procurement compliance attributes, or other methods of compliance that are approved by CalRecycle. Contractor shall provide City with copies of supporting documentation, such as invoices from third parties, for these arrangements, and any other information required for inclusion in the City's SB 1383 implementation record. City shall remit compensation directly to Contractor through payment of monthly invoices submitted by Contractor.

- C. **SB 1383 Procurement.** All RNG, compost, mulch, or both, provided through this Agreement shall comply with the municipal procurement requirements of SB 1383, including being generated from California organic waste products, as defined by SB 1383 for each applicable material type.
- D. **Contractor Warranty of Recovered Organic Waste Products.** Contractor shall provide assurance through the execution of a liability waiver stating that all recovered organic waste products provided by Contractor and used within Brea are free from pathogens and inorganic waste material that may be harmful to the health and welfare of City and its constituents and also meet standards of CalRecycle and the United States Composting Council guidelines requiring testing demonstrating that fecal coliform levels of less than 1,000 MPN per gram of dry compost or Salmonella less than three MPN per four grams of dry compost. Contractor shall indemnify and hold harmless the City against any claims arising from contaminated recovered organic waste products provided by Contractor, as set forth in Article 10.

5. News Media Relations

Contractor shall notify City by e-mail of requests for news media interviews specifically related to the City's collection services program within 24 hours of Contractor's receipt of the request. Whenever reasonably possible given time constraints and conditions, before responding to any media inquiries involving controversial City issues or any issues regarding City's services, Contractor shall contact City to discuss its proposed response with the City.

If reasonable and feasible under the circumstances, copies of draft news releases or proposed newspaper articles related to the provision of collection services under this Agreement shall be submitted to City for prior review and approval, except where Contractor is required by any law to submit materials to any regulatory agency in a shorter period of time, in which case Contractor shall submit such materials to City simultaneously with Contractor's submittal to such regulatory agency.

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

6. Waste Generation, Characterization, and Pilot Studies.

Contractor acknowledges that City, CalRecycle, or other governmental agencies may wish to perform generation and characterization studies periodically with respect to materials covered under this Agreement. Contractor shall participate and cooperate with City and its agents and shall perform studies and data collection exercises on mutually agreeable terms and time frames, as needed, to determine weights, volumes, and composition of materials generated, disposed, diverted, or otherwise processed.

Contractor acknowledges that the County, in coordination with City, is required by SB 1383 to conduct organic waste and edible food capacity planning studies. Contractor shall provide information to City, as needed, for City's participation in such capacity planning studies. This information and/or participation

EXHIBIT B4
CITY AND COMMUNITY SERVICES AND DATA

may include: conducting or supporting waste characterization studies; providing information regarding existing and potential new or expanded capacity in Contractor's operations for the collection, transport, or processing of recyclable and organic materials; and, any other information deemed necessary by City or the County for purposes of the study. Contractor shall respond to any request for information from City within 30 days, unless another timeframe is otherwise specified or authorized by City.

Contractor acknowledges that City may wish to conduct and/or participate in pilot studies related to the customers and materials that are the subject of this Agreement. If City requires Contractor to participate in any such pilot study, Contractor and City shall mutually agree on the scope of services to be provided by Contractor and the amount of compensation, if any, that City will pay to Contractor for such participation. In any event, Contractor shall permit and in no way interfere with the collection and handling of the subject materials by other persons for such purposes.

7. Illegally Dumped Bulky Goods.

Contractor shall, at no additional charge, provide on-demand collection of illegally dumped bulky goods within two working days of City's request. The residential bulky goods collection vehicle may be used to collect illegally dumped bulky goods and the tonnage collected may be co-mingled with residential tonnage and charged to City at City's approved residential tonnage rate.

8. Large Venue and Event Assistance, Event Recycling

Contractor shall assist City planners of large venue events with reporting and planning needs to provide recycling and organics materials diversion, as may be useful in meeting the requirements of AB 2176 and SB 1383, and in lowering disposal quantities generated at such events at no additional charge.

9. Neighborhood and Other Community Cleanups

Contractor shall supply the equivalent container capacity of up to seven 40-yard roll-off boxes and containers in additional sizes once per contract year for the collection of solid waste, recyclable materials, and organic waste for City-sponsored neighborhood cleanups, such as Love Brea cleanups or special cleanup details, at no additional charge to City or customers. Dates and locations of events shall be determined and approved by City. City staff shall inform Contractor of the date and location for each event. Additionally, Contractor shall supply two three-yard bins and cardboard event boxes for events throughout the year.

All material collected must be transferred, processed, and/or disposed of in accordance with SB 1383.

10. City Sponsored Events

Contractor shall provide solid waste, source separated recyclable materials, and source separated organic waste collection and disposal/processing service for City-sponsored events including the City-sponsored events included in this Exhibit B4 at no additional charge to City or customers. This shall include providing discarded material containers (carts, bins, roll-off boxes, and cardboard waste boxes with liners) to collect and dispose of, or process, all solid waste. Contractor shall provide containers for the collection of source separated recyclable materials, and source separated organic materials.

EXHIBIT B4
CITY AND COMMUNITY SERVICES AND DATA

11. Bus Stop Public Litter Container Collection

City collects discarded material from all public litter containers located at bus stops throughout Brea and delivers it to the City Yard. Contractor shall dispose of all discarded materials in the City Yard containers. Public litter containers are provided by City.

12. Edible Food Recovery Programs

A. Food Recovery Assistance.

1. Contractor shall assist City in identification of all commercial customers that meet the definition of tier one and tier two commercial edible food generators and provide a list of such customers to City, which shall include: customer name; service address; contact information; tier one or tier two classification; and, type of business (as it relates to the tier one and tier two commercial edible food generator definitions).
2. At least annually, Contractor shall provide commercial edible food generators with the following information:
 - a. Information about Contractor's and City's edible food recovery program.
 - b. Information about the commercial edible food generator requirements under 14 CCR Chapter 12 Article 10.
 - c. Information about food recovery organizations and food recovery services operating within Brea, and where a list of those food recovery organizations and food recovery services can be found.
 - d. Information about actions that commercial edible food generators can take to prevent the creation of food waste.
3. Contractor may provide the education information required by this Section by including it with regularly scheduled notices, education materials, billing inserts, or other information disseminated to commercial businesses.
4. Contractor shall cooperate with the implementation, expansion, or operation of food recovery efforts in Brea, food recovery organizations, and/or food recovery services.
5. Contractor shall provide collection and processing of organic materials at no additional cost to food recovery organizations.

ATTACHMENT F
EXHIBIT B4
CITY AND COMMUNITY SERVICES AND DATA

Current City Facilities

| Row | City Facility | Address |
|-----|---------------------------------|--|
| 1 | Brea Civic & Cultural Center | 1 Civic Center Circle |
| 2 | Brea Community Center | 695 E. Madison Way |
| 3 | Brea Museum and Heritage Center | 495 S. Brea Blvd |
| 4 | Brea Plunge/City Hall Park | 440 S. Walnut/401 S Brea Blvd |
| 5 | Brea Lions Scout Center | 401 S. Brea Blvd |
| 6 | Fire Station #1 | 555 North Berry St |
| 7 | Fire Station #2 | 200 North Brea Blvd |
| 8 | Fire Station #3 | 2600 Santa Fe Rd |
| 9 | Fire Station #4 | 198 Olinda Pl |
| 10 | City Service Center | 545 N Berry St |
| 11 | Olinda Oil Museum and Trail | 4025 E Santa Fe Rd |
| 12 | Parking Structure #1 | 101 S Brea Blvd |
| 13 | Parking Structure #2 | 175 N Madrona Ave |
| 14 | Parking Structure #3 | 235 S Orange |
| 15 | Pioneer Hall | 304 W Elm |
| 16 | Senior Center | 500 Sievers Ave |
| 17 | Founders Park | 777 Skyler Way |
| 18 | Arovista Park | 500 W Imperial Hwy and 500 Sievers Ave |
| 19 | Greenbriar Park | Greenbriar Ln and S Associated Rd |
| 20 | Brea Sports Park | 3333 E Birch St |
| 21 | Lagos de Moreno Park | 322 E Birch St |
| 22 | Olinda Ranch Park | 4001 Carbon Canyon Rd |
| 23 | Wildcatters Park | 3301 E Santa Fe Rd |
| 24 | Wildcatters Dog Park | 3450 E Santa Fe Rd |
| 25 | Tamarack Park | 520 Tamarack Ave |
| 26 | Junior High Park | 400 N Brea Blvd |
| 27 | City Hall Park | 401 S Brea Blvd |
| 28 | Country Hills Park | 180 N Associated |
| 29 | Birch Hills Golf Course | 2250 E Birch St |
| 30 | Brea Creek Golf Course | 501 W Fir St |

ATTACHMENT F
EXHIBIT B4
CITY AND COMMUNITY SERVICES AND DATA

City Events List

| Event Name | Attendance (People) | Frequency |
|--|--|--------------------------------|
| Nutcracker Craft Boutique | Approximately 5,000 | Annually, two consecutive days |
| Spring Craft Boutique | Approximately 3,000 | Annually, two consecutive days |
| Public Works Open House | Approximately 1,000 | Annually |
| Country Fair (4 th of July) | Approximately 5,000 | Annually |
| Brea Fest | Approximately 5,000-7,000 | Annually |
| Pet Expo | Approximately 2,000 | Annually |
| Family Films | Approximately 1,000 between six films | Six / Year |
| Veterans Day | Approximately 700 | Annually |
| Tree Lighting | Approximately 1,000 | Annually |
| Love Brea | Approximately 500 | Annually |
| National Night Out | Approximately 2,000 | Annually |

ATTACHMENT E

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ATTACHMENT E

**EXHIBIT C:
PUBLIC EDUCATION AND OUTREACH REQUIREMENTS**

ATTACHMENT E

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EXHIBIT C
PUBLIC EDUCATION AND OUTREACH REQUIREMENTS

1. General Administration

City has placed the utmost importance on effective public outreach and education in helping residents and businesses fully understand options for, and benefits of, source reduction, reuse, recycling, and composting. General provisions for public education and outreach are as follows:

- A. Within 30 days of the Effective Date and by December 15 of each following year during the term of this Agreement, Contractor shall develop and submit an annual public education plan to promote the programs designed by City and performed by Contractor under this Agreement. Each public education plan shall specify the target audience for services provided, include upcoming promotions for ongoing and known special events, and identify program objectives, individual tasks, public education materials to be distributed, opportunities for expanded partnerships, and a timeline for implementation. The City Manager shall be permitted to provide input on each annual public education plan, and the plan shall not be finalized or implemented without approval of the City Manager. Contractor shall meet with the City Manager to present and discuss the plan, review the prior year's activities (including sponsorships and services provided to City-sponsored events) and determine whether community activities and the provision of services to City reflect the needs of City staff and the City Council. The City Manager shall be allowed up to 60 calendar days after receipt to review and request modifications. The City Manager may request, and Contractor shall not unreasonably deny, modifications to be completed prior to approving the plan. Contractor shall have up to 15 business days to revise the plan in response to any requested changes by the City Manager. Any further delays may result in liquidated damages for failure to perform education and outreach activities as identified in this Exhibit C. Each business day that the plan is late shall count as a single occurrence.
- B. Upon request from the City Manager, the City Manager and the Contract Administrator shall meet at least one time per month to discuss services, outreach, and educational campaigns and request changes or adaptations to the annual public education plan.
- C. Contractor shall distribute instructional information, public education, and promotional materials in advance of, and following, commencement of new or modified services. This shall entail, at a minimum, distributing program literature to all customers at the Effective Date as well as to any new customers. Contractor shall use multiple media sources including print, radio television, electronic/social media, and events to notify customers of the change in their service provider, if applicable, and to highlight new program offerings. Transition and ongoing sector-specific collateral materials shall be distributed. Contractor shall submit all draft materials to the City Manager for review and approval. Contractor will supply all collateral or outreach to City upon request and for events where Contractor participation is requested for no additional charge.
- D. All City facilities shall receive any and all public education and outreach materials and services provided to the commercial sector. Contractor shall provide all printed public education materials to City offices and facilities to have available for the public that visits those facilities and shall replenish the materials as requested by the City Manager.
- E. City or Contractor may design bill inserts. Bill inserts designed by Contractor shall be provided to the City Manager a minimum of 60 days prior to publication. The City Manager shall review bill inserts designed by Contractor, and Contractor shall be responsible for printing and distributing the billing inserts to all customers. Contractor shall provide electronic bill inserts (or separate email

EXHIBIT C
PUBLIC EDUCATION AND OUTREACH REQUIREMENTS

attachments) to customers who are billed electronically and paper bill inserts to customers who receive paper bills. For customers receiving electronic bills, Contractor shall distribute brochures, newsletters, or other information as attachments to customer invoices. Electronic bill inserts/attachments must be readily available for the customer to view upon receipt of the invoice (attachments shall not be provided as links). Upon City request for billing inserts, Contractor shall comply with such request during its next billing cycle for the targeted customer group, if specified. Contractor shall perform this service with no additional requirement for compensation.

- F. Contractor has developed and shall maintain a website specific to its operations in Brea, with a section specific to City programs and customers, that will be used to post educational materials for download, highlight program successes, and provide diversion statistics, which can be located at <https://www.republicservices.com/municipality/brea-ca>. Contractor's Brea specific website shall also include links to relevant web pages of City's website where further information can be found. Content for the website shall be approved by the City Manager. Contractor shall review the website at a minimum annually to update information contained on website.

2. Sector-Specific Activities

The following tables present the public education and outreach activities to be performed by Contractor each rate period as minimum requirements under this Agreement. Each customer faces unique discarded materials management opportunities and challenges; therefore, Contractor shall develop targeted, sector-specific educational materials and perform outreach activities as described for each customer type.

ATTACHMENT E

EXHIBIT C
PUBLIC EDUCATION & OUTREACH PLAN

Public Education and Outreach | All Sectors

All printed materials also shall be posted to Contractor's website. All education and outreach materials shall be Brea-specific and available in English, Spanish, Korean, and Traditional Chinese languages.

The following general public education and outreach materials shall each be produced for the benefit of all customer types.

| Activity | Description | Distribution/Frequency |
|---|--|---|
| Newspaper Advertisement | Distribute a newspaper advertisement that explains all programs that will be offered under the new Agreement. Contractor shall also provide articles on recycling for local newsletters. | Within 30 days of the Effective Date Annually thereafter |
| Direct Community Outreach | Contractor shall conduct school assemblies and promote recycling through presentations and educational materials to the Chamber of Commerce, homeowner associations, construction contractors, and other civic groups. | Annually |
| Website | Contractor to prepare a section of its website where it will present customers with educational and diversion programs, upcoming outreach events, services, and resources specific to City. Website shall include Contractor's customer service contact, material on source reduction of household solid waste, and relevant legislative requirements. | Updated as mutually agreed |
| Corrective Action Notices – "Contamination Tag" | Produce and distribute a notice for use in instances where the customer includes prohibited materials in a container or fails to properly prepare containers. This form shall also be printed and made available in Spanish, Korean, and Traditional Chinese languages. | As needed |

ATTACHMENT E**EXHIBIT C
PUBLIC EDUCATION & OUTREACH PLAN****Public Education and Outreach | Single-Family Education and Outreach Activities**

All printed materials also shall be posted to Contractor's website.

| Activity | Description | Distribution/Frequency |
|-----------------|---|---|
| Initial Mailing | Produce and distribute a City-designed initial mailing to single-family customers, which may include content such as: explaining the program changes in this Agreement; changes from the existing collection programs to new programs; regulatory requirements, including SB 1383; and, the commencement of the change. Contractor shall include its holiday schedule and the residential recycling and expanded services guide. | Within 60 days of the Effective Date via direct mail |
| Annual Notice | Contractor shall prepare and distribute to each customer a brochure providing relevant information about Contractor's services, including: information regarding access to and use of available services; collection schedules; holiday collection schedules; customer service numbers; procedures to begin and terminate services; and, information promoting and explaining available programs, such as recycling, organic materials, holiday tree and bulky good collections, the availability of household hazardous waste, u-waste and e-waste collection, and the proper handling and disposal of such wastes. This brochure shall also be printed and made available in Spanish, Korean and Traditional Chinese languages. | Annually |
| Recycling Guide | Produce and distribute a "recycling guide" specific to single-family customers. This guide shall include information on collection methodologies, set out instructions, set out schedule, contact information, and acceptability and necessary preparation of materials for all single-family programs described in Exhibit B1. A section of the guide will specifically address proper methods of handling and disposal of hazardous wastes. | Affixed (inside plastic bag, zip-tied to handle) to every single-family recyclable materials cart delivered prior to the Effective Date, and thereafter to all new customers By direct mail annually thereafter to each single-family customer |

ATTACHMENT E**EXHIBIT C
PUBLIC EDUCATION & OUTREACH PLAN**

| Activity | Description | Distribution/Frequency |
|---------------------------------|--|--|
| Neighborhood Group & HOA Visits | Upon City or customer request, visit homeowner associations and other neighborhood groups and associations to promote and explain the recycling programs included in this Agreement. | At City or customer request |
| Quarterly Newsletter | Not less than four times per year during each rate period, Contractor shall be responsible for all costs incurred for the production and mailing of City's Quarterly Newsletter. City reserves the right to direct the production of the Quarterly Newsletter to a firm of its choosing. The Quarterly Newsletter will include information on current regulations and any additional regulations adopted during the term of this Agreement. Contractor shall be required to coordinate distribution via U.S. Mail of the Quarterly Newsletter with a local mailing house, including furnishing customer mailing addresses. | Quarterly |
| Corrective Action Notices | Produce and distribute a single-family customer oriented non-collection notice and courtesy pick-up notices for use in instances where the customer includes prohibited container contaminants in a container or fails to properly prepare or set-out containers. | As needed |
| Seasonal Program Notifications | Contractor shall prepare a brochure or postcard informing all single-family customers advertising holiday tree collections pursuant to Exhibit B1.5 and any other seasonal or periodic program(s). The notification shall inform customers of the schedule, acceptable and prohibited materials, and set-out requirements for the program. Contractor shall submit a draft of the brochure or postcard to City for review and approval by October 1 each year. | At least 14 calendar days prior to event via direct mail |
| Website | Contractor shall prepare a "single-family customer" section of its website where it will present customers with "how-to" information for participating in Contractor-provided programs, including proper container setouts, and provide single-family customers with links to click on for additional resources. All other single-family educational materials specified in this Section shall be posted on this section of Contractor's website in PDF and/or video format. The website shall also publish the current rates charged to single-family customers within Brea. | Within 60 calendar days of the Effective Date Updated quarterly |

ATTACHMENT E

EXHIBIT C
PUBLIC EDUCATION & OUTREACH PLAN

| Activity | Description | Distribution/Frequency |
|--|--|------------------------|
| Mandatory Recycling and Organics Outreach Activities | Produce and distribute outreach materials containing information to assist City with outreach compliance for applicable laws related to mandatory recycling and organics including SB 1383. Can be combined with annual notice requirements and quarterly newsletters. | Annually |

ATTACHMENT E**EXHIBIT C
PUBLIC EDUCATION & OUTREACH PLAN****Public Education and Outreach | Multi-Family Education and Outreach Activities**

All printed materials also shall be posted to Contractor's website.

| Activity | Description | Distribution/Frequency |
|---|---|---|
| New Programs Mailing | Produce and distribute an initial mailing to all multi-family dwelling units explaining the program changes in this Agreement, changes from the existing collection programs to new programs, new regulatory requirements, including SB 1383, and the commencement of the change. | Within 60 days of Effective Date via direct mail |
| Annual Notice | Contractor shall prepare and distribute to each customer a brochure providing relevant information about Contractor's services including: information regarding access to and use of available services; collection schedules; holiday collection schedules; customer service numbers; procedures to begin and terminate services; and, information promoting and explaining available programs, such as recycling, organic materials, holiday tree and bulky good collections, the availability of household hazardous waste, u-waste and e-waste collection, and the proper handling and disposal of such wastes. This brochure shall also be printed and made available in Spanish, Korean, and Traditional Chinese languages. | Annually |
| Recycling Guide | Produce and distribute a "Recycling Guide" specific to multi-family customers and updated versions of the guide as needed. This guide shall include information such as collection methodologies, set out instructions, contact information, and acceptability and necessary preparation of materials for all multi-family programs described in Exhibit B2. A section of the guide will specifically address proper methods of handling and disposal of hazardous wastes. | Within 30 days of the Effective Date and as needed via direct mail |
| Technical Assistance: Diversion Opportunity Assessments | Provide diversion opportunity assessments to each multi-family customer to meet with the property manager or owner of multi-family premises to promote recyclable and organic materials collection. | Annually plus follow-up meetings with individual customers, as needed |

ATTACHMENT E**EXHIBIT C
PUBLIC EDUCATION & OUTREACH PLAN**

| Activity | Description | Distribution/Frequency |
|--|--|---|
| Workshops | Offer and respond to requests for on-site meetings and workshops. Contractor shall conduct workshops for customers (when requested) that will show property managers and residents, in a hands-on interactive format, how to use the recycling and organics program and will provide resources for additional information and support. | At Customer's request |
| Website | Contractor shall prepare a "multi-family customer" section of its website where it will present "how-to" information for participating in Contractor-provided programs, including proper container setouts, and provide multi-family customers with links to click on for additional resources. All other multi-family educational materials specified in this Exhibit C shall be posted on this section of Contractor's website in PDF and/or video format. The website shall also publish the current rates charged to multi-family customers. The website shall also provide property managers of multi-family premises with an opportunity to request "diversion opportunity assessments" or additional education materials to provide to tenants. | Within 60 days of the Effective Date Updated quarterly |
| Mandatory Recycling and Organics Outreach Activities | Contractor shall disseminate outreach materials containing information to assist City with outreach compliance for applicable laws related to mandatory recycling and organics including AB 341, AB 1826, and SB 1383. | Annually |
| Educational Materials for Employees/Tenants | Contractor shall provide commercial and multi-family property managers/owners with public education materials, required by SB 1383, for their distribution to all employees, contractors, tenants, and customers of the property or business. The public education materials shall include information about organic waste recovery requirements and proper sorting of discarded materials. Multi-family property managers/owners may request these materials more frequently if needed to comply with the SB 1383 requirement to provide information to new tenants before or within 14 days of occupancy. | Annually; or more frequently upon Customer request |

ATTACHMENT E

EXHIBIT C
PUBLIC EDUCATION & OUTREACH PLAN

Public Education and Outreach | Commercial Education and Outreach Activities

All printed materials also shall be posted to Contractor's website.

| Activity | Description | Distribution/Frequency |
|----------------------|---|--|
| New Programs Mailing | Prepare and distribute an initial mailing to all commercial customers explaining the program changes in this Agreement, changes from the existing collection programs to new programs, and the commencement date of the change. | Within 60 days of the Effective Date via direct mail |

ATTACHMENT E

EXHIBIT C
PUBLIC EDUCATION & OUTREACH PLAN

| Activity | Description | Distribution/Frequency |
|---------------|--|------------------------|
| Annual Notice | Contractor shall prepare and distribute to each customer a brochure providing relevant information about Contractor's services, including: information regarding access to and use of available services; collection schedules; holiday collection schedules; customer service numbers; procedures to begin and terminate services; and, information promoting and explaining available programs, such as recycling, organic materials, holiday tree and bulky good collections, the availability of household hazardous waste, u-waste and e-waste collection, and the proper handling and disposal of such wastes. This brochure shall also be printed and made available in Spanish, Korean, and Traditional Chinese languages. | Annually |

ATTACHMENT E**EXHIBIT C
PUBLIC EDUCATION & OUTREACH PLAN**

| Activity | Description | Distribution/Frequency |
|--------------------------------------|--|--|
| Newsletters (Three times per year) | Not less than three times per year during each rate period, Contractor shall be responsible for all costs incurred for the production and mailing of City's newsletter. City reserves the right to direct the production of the newsletter to a firm of its choosing. The newsletter will include information on current regulations and any additional regulations adopted during the term of this Agreement. Contractor shall be required to coordinate distribution via U.S. Mail of the newsletter with a local mailing house, including furnishing customer mailing addresses. The commercial newsletter may be combined with residential newsletter so long as all generator types receive the information, and the information is relevant to all generators. City must approve combining newsletters in advance. | Three times per year distributed to all commercial and multi-family customers |
| Recycling Guide | Contractor shall produce a "recycling guide" specific to commercial customers and update the guide as needed. This guide shall include information on collection methodologies, set out instructions, contact information, and acceptability and necessary preparation of materials for all commercial programs described in Exhibit B3. A section of the guide will specifically address proper methods of handling and disposal of hazardous wastes. | Within 30 days of the Effective Date and as needed via direct mail Distributed during diversion opportunity assessments |
| "How-to" Flyer: Recyclable Materials | Prepare and distribute a "how-to" brochure explaining the recycling materials collection programs for each general business type (restaurants, office/commercial buildings, strip malls, and large commercial businesses). | Within 30 days of the Effective Date via direct mail Distributed during diversion opportunity assessments |

ATTACHMENT E**EXHIBIT C
PUBLIC EDUCATION & OUTREACH PLAN**

| Activity | Description | Distribution/Frequency |
|---|--|--|
| "How-to" Flyer: Organic Materials | Prepare and distribute a flyer describing the organic materials collection services available and how to prepare organic materials for collection for each general business type (restaurants, office/commercial buildings, strip malls, and large commercial businesses). | Within 30 days of the Effective Date via direct mail Distributed during diversion opportunity assessments |
| Technical Assistance: Diversion Opportunity Waste Assessments | Provide diversion opportunity assessments at least one time annually to each and every commercial customer to promote recyclable and organic materials collection and replenish recycling guides and recycling and organics posters as needed by each customer. | Annually plus follow-up meetings with individual customers, as required |
| Recycling and Organics Posters | Produce and distribute (during diversion opportunity assessments) laminated recycling and organics posters that provide graphic illustrations of acceptable and prohibited materials within each program. | Distributed during diversion opportunity assessments |
| Quarterly Bill Inserts | Prepare and distribute quarterly bill inserts that creatively inform commercial customers about such topics as: cost savings available from source reduction, reuse, and recycling; tips for overcoming common operational challenges businesses have with recycling and organics programs; the environmental benefits of buying recycled-content products; and, statistics, trends, and facts about programs performed under this Agreement (e.g., collected, tonnage, year over year increase/decrease, markets for material collected, what each material is recycled into) as appropriate. Contractor's annual public education plan shall define a theme for each quarterly insert. | Quarterly via direct mail |
| Corrective Action Notices | Produce a commercial and multi-family customer oriented corrective action notice for use in instances where the customer includes prohibited container contaminants in a container or fails to properly prepare or set-out containers. | As needed |
| Mandatory Recycling and Organics Outreach Activities | Contractor shall disseminate outreach materials related to the mandatory nature of recyclable materials and organic materials collection services, upon request from City. Such outreach shall be designed to assist City in complying with the outreach requirements of applicable laws related to the mandatory provision of recyclable materials and organic materials collection and diversion services. | Annually |

ATTACHMENT E**EXHIBIT C
PUBLIC EDUCATION & OUTREACH PLAN**

| Activity | Description | Distribution/Frequency |
|---|--|--|
| Educational Materials for Employees/Tenants | Contractor shall provide commercial and multi-family property managers owners with public education materials, required by SB 1383, for their distribution to all employees, contractors, tenants, and customers of the property or business. The public education materials shall include information about organic waste recovery requirements and proper sorting of discarded materials. Commercial customers may request these materials more frequently if needed to comply with the SB 1383 requirement to provide information to new tenants before or within 14 days of occupancy. | Annually; or more frequently upon Customer request Can be provided electronically to property or business |
| Commercial Edible Food Generator Education | Contractor shall provide customers that are commercial edible food generators with the following: <ol style="list-style-type: none">1. Information about City's edible food recovery program.2. Information about the commercial edible food generator requirements under 14 CCR, Division 7, Chapter 12, Article 10.3. Information about food recovery organizations and food recovery services operating within Brea and where a list of those food recovery organizations and food recovery services can be found.4. Information about actions that commercial edible food generators can take to prevent the creation of food waste. | Annually |

ATTACHMENT E

EXHIBIT C
PUBLIC EDUCATION & OUTREACH PLAN

Public Education and Outreach | Special Events

All printed materials also shall be posted to Contractor's website as well as links to teacher resources.

| Activity | Description | Distribution/Frequency |
|---------------|--|---|
| Event Exhibit | Contractor shall staff an exhibit booth and distribute promotional and educational materials at special events. Contractor shall provide visual displays, copies of educational materials (including all guides, flyers, and brochures produced for this Agreement), and recycling education activities appropriate to a variety of age groups. Display components will be professionally designed and created and shall be scalable to be appropriate for a variety of booth or display configurations. Materials will include those pertaining to the programs provided under this Agreement as well as general information on “green” and/or sustainable behaviors. | All special events listed in Exhibit B4 Other events at City's request |

ATTACHMENT E

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ATTACHMENT E

**EXHIBIT D:
INITIAL MAXIMUM RATES**

ATTACHMENT E

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ATTACHMENT E

**EXHIBIT D:
INITIAL MAXIMUM RATES**

Following are the rates for July 1, 2024 through June 30, 2025:

| <u>CITY OF BREA FRANCHISED WASTE COLLECTION RATES</u> | | | | | |
|---|----------------------------|-----------------------------|---------------------------------|----------------------------------|-----------------------------|
| <u>RESIDENTIAL SERVICES</u> | <u>Current Rate</u> | <u>Proposed Rate</u> | <u>Service Component</u> | <u>Disposal Component</u> | <u>Adjusted Rate</u> |
| MONTHLY RESIDENTIAL RATE | \$ 27.80 | \$ 29.45 | \$25.03 | \$4.42 | \$29.45 |
| ADDITIONAL RESIDENTIAL TRASH CONTAINER | \$ 13.15 | \$ 15.23 | \$12.95 | \$2.28 | \$15.23 |
| ORGANICS CONTAINER | \$ 6.04 | \$ 7.00 | \$5.95 | \$1.05 | \$7.00 |
| RECYCLE CONTAINER | \$ - | \$ - | \$0.00 | \$0.00 | \$0.00 |
| MOBILE HOME RESIDENTIAL RATE | \$ 27.80 | \$ 29.45 | \$25.03 | \$4.42 | \$29.45 |
| TEMPORARY 3 YARD RES. BIN 3 DAYS (Del - Fill - P/U & Disposal) | \$ 105.89 | \$ 122.66 | \$104.26 | \$18.40 | \$122.66 |
| Non Profit TEMPORARY 3 YARD RES. BIN | \$ 99.35 | \$ 115.08 | \$97.82 | \$17.26 | \$115.08 |
| EACH ADDITIONAL DAY - Temp Bins | \$ 7.36 | \$ 8.53 | \$7.25 | \$1.28 | \$8.53 |
| EACH ADDITIONAL EMPTY (Cycle Starts Again) | \$ 105.89 | \$ 122.66 | \$104.26 | \$18.40 | \$122.66 |
| RESIDENTIAL ROLL-OUT SERVICES (Service is for customers that want back door, garage, walk in service) | \$ 14.01 | \$ 16.23 | \$13.79 | \$2.43 | \$16.22 |
| RESIDENTIAL EXTRA DUMP - ALL 3 CONTAINERS | \$ 29.74 | \$ 34.45 | \$29.28 | \$5.17 | \$34.45 |
| RESIDENTIAL EXCHANGE OF ALL 3 CONTAINERS | \$ 45.98 | \$ 53.26 | \$45.27 | \$7.99 | \$53.26 |
| RESIDENTIAL CONTAINER REPLACEMENT - MISUSE (Each) | \$ 81.36 | \$ 94.25 | \$80.11 | \$14.14 | \$94.25 |
| RESIDENTIAL BULKY-ITEM COLLECTION | | | | | |
| Additional Pick-ups Over 3x p/Year | \$ 57.55 | \$ 66.67 | \$56.67 | \$10.00 | \$66.67 |
| Charge for Each Item Over 20 p/Collection | \$ 8.22 | \$ 9.52 | \$8.09 | \$1.43 | \$9.52 |
| Additional Fee Required for Gas Recovery | \$ 78.12 | \$ 90.50 | \$76.92 | \$13.57 | \$90.49 |
| RESIDENTIAL KITCHEN PAIL FOR PURCHASE (unbranded) | | \$ 12.15 | \$ 12.15 | 0 | \$12.15 NEW RATE |

ATTACHMENT E

**EXHIBIT D:
INITIAL MAXIMUM RATES**

| <u>COMMERCIAL BIN SERVICE</u> | <u>Current Rate</u> | <u>Proposed Rate</u> | <u>Service Component</u> | <u>Disposal Component</u> | <u>Adjusted Rate</u> |
|-------------------------------|---------------------|----------------------|--------------------------|---------------------------|----------------------|
| COMMERCIAL BARREL RATE | \$ 41.26 | \$ 43.84 | \$37.26 | \$6.58 | \$43.84 |
| MONTHLY COMMERCIAL BIN RATES | | | | | |
| 1.5 YARD BINS 1x/week | \$ 111.93 | \$ 118.93 | \$101.09 | \$17.84 | \$118.93 |
| 1.5 YARD BINS 2x/week | \$ 194.06 | \$ 206.19 | \$175.26 | \$30.93 | \$206.19 |
| 1.5 YARD BINS 3x/week | \$ 276.19 | \$ 293.45 | \$249.43 | \$44.02 | \$293.45 |
| 1.5 YARD BINS 4x/week | \$ 358.32 | \$ 380.72 | \$323.61 | \$57.11 | \$380.72 |
| 1.5 YARD BINS 5x/week | \$ 440.45 | \$ 467.98 | \$397.78 | \$70.20 | \$467.98 |
| 1.5 YARD BINS 6x/week | \$ 522.58 | \$ 555.24 | \$471.96 | \$83.29 | \$555.25 |
| 1.5 YARD BINS 7x/week | \$ 619.01 | \$ 657.70 | \$559.04 | \$98.65 | \$657.69 |
| 1ST EXTRA P/U | \$ 84.79 | \$ 90.09 | \$76.58 | \$13.51 | \$90.09 |
| 2ND EXTRA P/U @ SAME TIME | \$ 46.66 | \$ 49.58 | \$42.14 | \$7.44 | \$49.58 |
| 1.5 YARD MANURE BINS 1x/week | \$ 123.43 | \$ 131.14 | \$111.47 | \$19.67 | \$131.14 |
| 1.5 YARD MANURE BINS 2x/week | \$ 217.06 | \$ 230.63 | \$196.03 | \$34.59 | \$230.62 |
| 1.5 YARD MANURE BINS 3x/week | \$ 310.69 | \$ 330.11 | \$280.59 | \$49.52 | \$330.11 |
| 1.5 YARD MANURE BINS 4x/week | \$ 404.32 | \$ 429.59 | \$365.15 | \$64.44 | \$429.59 |
| 1.5 YARD MANURE BINS 5x/week | \$ 497.95 | \$ 529.07 | \$449.71 | \$79.36 | \$529.07 |
| 1.5 YARD MANURE BINS 6x/week | \$ 591.58 | \$ 628.55 | \$534.27 | \$94.28 | \$628.55 |
| 1.5 YARD MANURE BINS 7x/week | \$ 699.51 | \$ 743.23 | \$631.74 | \$111.48 | \$743.22 |
| 1ST EXTRA P/U | \$ 96.99 | \$ 103.05 | \$87.59 | \$15.46 | \$103.05 |
| 2ND EXTRA P/U @ SAME TIME | \$ 96.99 | \$ 103.05 | \$87.59 | \$15.46 | \$103.05 |
| 2 YARD BINS 1x/week | | \$ 163.57 | \$139.04 | \$24.54 | \$163.58 NEW RATE |
| 2 YARD BINS 2x/week | | \$ 273.27 | \$232.28 | \$40.99 | \$273.27 NEW RATE |
| 2 YARD BINS 3x/week | | \$ 382.96 | \$325.52 | \$57.44 | \$382.96 NEW RATE |
| 2 YARD BINS 4x/week | | \$ 492.65 | \$418.76 | \$73.90 | \$492.66 NEW RATE |
| 2 YARD BINS 5x/week | | \$ 602.35 | \$512.00 | \$90.35 | \$602.35 NEW RATE |
| 2 YARD BINS 6x/week | | \$ 712.04 | \$605.24 | \$106.81 | \$712.05 NEW RATE |
| 2 YARD BINS 7x/week | | \$ 834.65 | \$709.45 | \$125.20 | \$834.65 NEW RATE |
| 1ST EXTRA P/U | | \$ 90.09 | \$76.58 | \$13.51 | \$90.09 NEW RATE |
| 2ND EXTRA P/U @ SAME TIME | | \$ 49.58 | \$42.14 | \$7.44 | \$49.58 NEW RATE |

ATTACHMENT E

**EXHIBIT D:
INITIAL MAXIMUM RATES**

| COMMERCIAL BIN SERVICE | Current Rate | Proposed Rate | Service Component | Disposal Component | Adjusted Rate |
|---------------------------------------|---------------------|----------------------|--------------------------|---------------------------|----------------------|
| 3 YARD BINS 1x/week | \$ 181.12 | \$ 192.44 | \$163.57 | \$28.87 | \$192.44 |
| 3 YARD BINS 2x/week | \$ 302.58 | \$ 321.49 | \$273.27 | \$48.22 | \$321.49 |
| 3 YARD BINS 3x/week | \$ 424.04 | \$ 450.54 | \$382.96 | \$67.58 | \$450.54 |
| 3 YARD BINS 4x/week | \$ 545.50 | \$ 579.59 | \$492.65 | \$86.94 | \$579.59 |
| 3 YARD BINS 5x/week | \$ 666.96 | \$ 708.65 | \$602.35 | \$106.30 | \$708.65 |
| 3 YARD BINS 6x/week | \$ 788.42 | \$ 837.70 | \$712.04 | \$125.65 | \$837.69 |
| 3 YARD BINS 7x/week | \$ 924.18 | \$ 981.94 | \$834.65 | \$147.29 | \$981.94 |
| 1ST EXTRA P/U | \$ 84.79 | \$ 90.09 | \$76.58 | \$13.51 | \$90.09 |
| 2ND EXTRA P/U @ SAME TIME | \$ 46.66 | \$ 49.58 | \$42.14 | \$7.44 | \$49.58 |
| 3 YARD MANURE BINS 1x/week | \$ 195.79 | \$ 208.03 | \$176.82 | \$31.20 | \$208.02 |
| 3 YARD MANURE BINS 2x/week | \$ 331.92 | \$ 352.67 | \$299.77 | \$52.90 | \$352.67 |
| 3 YARD MANURE BINS 3x/week | \$ 468.05 | \$ 497.30 | \$422.71 | \$74.60 | \$497.31 |
| 3 YARD MANURE BINS 4x/week | \$ 604.18 | \$ 641.94 | \$545.65 | \$96.29 | \$641.94 |
| 3 YARD MANURE BINS 5x/week | \$ 740.31 | \$ 786.58 | \$668.59 | \$117.99 | \$786.58 |
| 3 YARD MANURE BINS 6x/week | \$ 876.44 | \$ 931.22 | \$791.53 | \$139.68 | \$931.21 |
| 3 YARD MANURE BINS 7x/week | \$ 1,026.87 | \$ 1,091.05 | \$927.39 | \$163.66 | \$1,091.05 |
| 1ST EXTRA P/U | \$ 96.99 | \$ 103.05 | \$87.59 | \$15.46 | \$103.05 |
| 2ND EXTRA P/U @ SAME TIME | \$ 96.99 | \$ 103.05 | \$87.59 | \$15.46 | \$103.05 |
| 3 YARD TEMP CONSTRUCTION BINS 1x/week | \$ 232.94 | \$ 247.50 | \$210.37 | \$37.12 | \$247.49 |
| 3 YARD TEMP CONSTRUCTION BINS 2x/week | \$ 360.11 | \$ 382.62 | \$325.22 | \$57.39 | \$382.61 |
| 3 YARD TEMP CONSTRUCTION BINS 3x/week | \$ 487.28 | \$ 517.74 | \$440.07 | \$77.66 | \$517.73 |
| 3 YARD TEMP CONSTRUCTION BINS 4x/week | \$ 614.45 | \$ 652.85 | \$554.93 | \$97.93 | \$652.86 |
| 3 YARD TEMP CONSTRUCTION BINS 5x/week | \$ 741.62 | \$ 787.97 | \$669.78 | \$118.20 | \$787.98 |
| 3 YARD TEMP CONSTRUCTION BINS 6x/week | \$ 868.79 | \$ 923.09 | \$784.63 | \$138.46 | \$923.09 |
| 3 YARD TEMP CONSTRUCTION BINS 7x/week | \$ 1,010.26 | \$ 1,073.40 | \$912.39 | \$161.01 | \$1,073.40 |
| 1ST EXTRA P/U | \$ 127.17 | \$ 135.12 | \$114.85 | \$20.27 | \$135.12 |
| 2ND EXTRA P/U @ SAME TIME | \$ 127.17 | \$ 135.12 | \$114.85 | \$20.27 | \$135.12 |
| 3 YARD COMPACTED BIN 1x/week | \$ 266.27 | \$ 282.91 | \$240.48 | \$42.44 | \$282.92 |
| 3 YARD COMPACTED BIN 2x/week | \$ 481.71 | \$ 511.82 | \$435.04 | \$76.77 | \$511.81 |
| 3 YARD COMPACTED BIN 3x/week | \$ 697.15 | \$ 740.72 | \$629.61 | \$111.11 | \$740.72 |
| 3 YARD COMPACTED BIN 4x/week | \$ 912.59 | \$ 969.63 | \$824.18 | \$145.44 | \$969.62 |
| 3 YARD COMPACTED BIN 5x/week | \$ 1,128.03 | \$ 1,198.53 | \$1,018.75 | \$179.78 | \$1,198.53 |
| 3 YARD COMPACTED BIN 6x/week | \$ 1,343.47 | \$ 1,427.44 | \$1,213.32 | \$214.12 | \$1,427.44 |
| 3 YARD COMPACTED BIN 7x/week | \$ 1,573.21 | \$ 1,671.54 | \$1,420.81 | \$250.73 | \$1,671.54 |
| 1ST EXTRA P/U | \$ 142.89 | \$ 151.82 | \$129.05 | \$22.77 | \$151.82 |
| 2ND EXTRA P/U @ SAME TIME | \$ 142.89 | \$ 151.82 | \$129.05 | \$22.77 | \$151.82 |
| 4 YARD BIN 1x/week | | \$ 221.31 | \$188.11 | \$33.20 | \$221.31 NEW RATE |
| 4 YARD BIN 2x/week | | \$ 369.71 | \$314.26 | \$55.46 | \$369.72 NEW RATE |
| 4 YARD BIN 3x/week | | \$ 518.12 | \$440.41 | \$77.72 | \$518.13 NEW RATE |
| 4 YARD BIN 4x/week | | \$ 666.53 | \$566.55 | \$99.98 | \$666.53 NEW RATE |
| 4 YARD BIN 5x/week | | \$ 814.94 | \$692.70 | \$122.24 | \$814.94 NEW RATE |

ATTACHMENT E

**EXHIBIT D:
INITIAL MAXIMUM RATES**

| | | | | | | | | | |
|---|----|--------|-----------|--|------------|--|----------|--|---------------------|
| 4 YARD BIN 6x/week | | \$ | 963.35 | | \$818.85 | | \$144.50 | | \$963.35 NEW RATE |
| 4 YARD BIN 7x/week | | \$ | 1,129.23 | | \$959.85 | | \$169.38 | | \$1,129.23 NEW RATE |
| 6 YARD BIN 1x/week | | \$ | 384.88 | | \$327.15 | | \$57.73 | | \$384.88 NEW RATE |
| 6 YARD BIN 2x/week | | \$ | 642.98 | | \$546.54 | | \$96.45 | | \$642.99 NEW RATE |
| 6 YARD BIN 3x/week | | \$ | 901.09 | | \$765.92 | | \$135.16 | | \$901.08 NEW RATE |
| 6 YARD BIN 4x/week | | \$ | 1,159.19 | | \$985.31 | | \$173.88 | | \$1,159.19 NEW RATE |
| 6 YARD BIN 5x/week | | \$ | 1,417.29 | | \$1,204.70 | | \$212.59 | | \$1,417.29 NEW RATE |
| 6 YARD BIN 6x/week | | \$ | 1,675.39 | | \$1,424.08 | | \$251.31 | | \$1,675.39 NEW RATE |
| 6 YARD BIN 7x/week | | \$ | 1,963.88 | | \$1,669.30 | | \$294.58 | | \$1,963.88 NEW RATE |
| 8 YARD BIN 1x/week | | \$ | 442.61 | | \$376.22 | | \$66.39 | | \$442.61 NEW RATE |
| 8 YARD BIN 2x/week | | \$ | 739.43 | | \$628.52 | | \$110.91 | | \$739.43 NEW RATE |
| 8 YARD BIN 3x/week | | \$ | 1,036.25 | | \$880.81 | | \$155.44 | | \$1,036.25 NEW RATE |
| 8 YARD BIN 4x/week | | \$ | 1,333.07 | | \$1,133.11 | | \$199.96 | | \$1,333.07 NEW RATE |
| 8 YARD BIN 5x/week | | \$ | 1,629.88 | | \$1,385.40 | | \$244.48 | | \$1,629.88 NEW RATE |
| 8 YARD BIN 6x/week | | \$ | 1,926.70 | | \$1,637.70 | | \$289.01 | | \$1,926.71 NEW RATE |
| 8 YARD BIN 7x/week | | \$ | 2,258.46 | | \$1,919.70 | | \$338.77 | | \$2,258.47 NEW RATE |
| 65G RECYCLE CART | \$ | - | \$ 60.00 | | \$51.00 | | \$9.00 | | \$60.00 NEW RATE |
| Additional per tip frequency | \$ | - | \$ 60.00 | | \$51.00 | | \$9.00 | | \$60.00 NEW RATE |
| 96G RECYCLE CART | \$ | - | \$ 60.00 | | \$51.00 | | \$9.00 | | \$60.00 NEW RATE |
| Additional per tip frequency | \$ | - | \$ 60.00 | | \$51.00 | | \$9.00 | | \$60.00 NEW RATE |
| 2 YARD RECYCLE BIN | \$ | - | \$ 111.93 | | \$95.14 | | \$16.79 | | \$111.93 NEW RATE |
| Additional per tip frequency | \$ | - | \$ 111.93 | | \$95.14 | | \$16.79 | | \$111.93 NEW RATE |
| 3 YARD RECYCLE BIN | \$ | 152.81 | \$ 160.45 | | \$136.38 | | \$24.07 | | \$160.45 |
| Additional per tip frequency | \$ | 152.81 | \$ 160.45 | | \$136.38 | | \$24.07 | | \$160.45 |
| 4 YARD RECYCLE BIN | \$ | - | \$ 188.11 | | \$159.89 | | \$28.22 | | \$188.11 NEW RATE |
| Additional per tip frequency | \$ | - | \$ 188.11 | | \$159.89 | | \$28.22 | | \$188.11 NEW RATE |
| 3 YARD SPLIT BIN (no additional lock fee or installation) | | \$ | 243.45 | | \$206.93 | | \$36.52 | | \$243.45 NEW RATE |
| Additional per tip frequency | | \$ | 243.45 | | \$206.93 | | \$36.52 | | \$243.45 NEW RATE |
| COMMERCIAL RECYCLE BIN CONTAMINATION FEE | | \$ | 116.29 | | \$98.85 | | \$17.44 | | \$116.29 NEW RATE |
| COMMERCIAL RECYCLE CART CONTAMINATION FEE | | \$ | 58.16 | | \$49.44 | | \$8.72 | | \$58.16 NEW RATE |

ATTACHMENT E

EXHIBIT D: INITIAL MAXIMUM RATES

| COMMERCIAL ORGANIC MATERIALS RATES | Current Rate | Proposed Rate | Service Component | Disposal Component | Adjusted Rate |
|--|---------------------|----------------------|--------------------------|---------------------------|----------------------|
| 35 Gallon Cart 1x/week | \$ 41.26 | \$ 41.26 | \$35.07 | \$6.19 | \$41.26 |
| 35 Gallon Cart 2x/week | \$ 82.52 | \$ 82.52 | \$70.14 | \$12.38 | \$82.52 |
| 35 Gallon Cart 3x/week | \$ 123.78 | \$ 123.78 | \$105.21 | \$18.57 | \$123.78 |
| 65 Gallon Cart 1x/week | \$ 65.19 | \$ 65.19 | \$55.41 | \$9.78 | \$65.19 |
| 65 Gallon Cart 2x/week | \$ 130.37 | \$ 130.37 | \$110.81 | \$19.55 | \$130.36 |
| 65 Gallon Cart 3x/week | \$ 195.56 | \$ 195.56 | \$166.23 | \$29.33 | \$195.56 |
| 2 CY Bin 1x/week | \$ 348.61 | \$ 348.61 | \$296.32 | \$52.29 | \$348.61 |
| 2 CY Bin 2x/week | \$ 697.21 | \$ 697.21 | \$592.63 | \$104.58 | \$697.21 |
| 2 CY Bin 3x/week | \$ 1,045.82 | \$ 1,045.82 | \$888.95 | \$156.87 | \$1,045.82 |
| ORGANIC BIN NON-SCHEDULE ADDITIONAL PICK-UPS | | \$ 348.61 | \$296.32 | \$52.29 | \$348.61 NEW RATE |
| ORGANIC CART NON-SCHEDULE ADDITIONAL PICK-UPS | | \$ 41.26 | \$35.07 | \$6.19 | \$41.26 NEW RATE |
| ORGANIC BIN CONTAMINATION FEE | \$ 116.29 | \$ 116.29 | \$98.85 | \$17.44 | \$116.29 |
| ORGANIC CART CONTAMINATION FEE | \$ 58.16 | \$ 58.16 | \$49.44 | \$8.72 | \$58.16 |
| COMMERCIAL SPECIAL SERVICES | | | | | |
| Pull out service (charge applicable when container must be moved more than 25ft) | \$ 71.94 | \$ 76.44 | \$64.97 | \$11.47 | \$76.44 |
| Additional per tip frequency | \$ 71.94 | \$ 76.44 | \$64.97 | \$11.47 | \$76.44 |
| Lock latch (For any bin with lockbar other than split bins) | \$ 2.71 | \$ 2.88 | \$2.45 | \$0.43 | \$2.88 |
| Additional per tip frequency | \$ 2.71 | \$ 2.88 | \$2.45 | \$0.43 | \$2.88 |
| Redeliver bin (due to non-payment) | \$ 101.78 | \$ 108.14 | \$91.92 | \$16.22 | \$108.14 |
| Lock latch bin one-time installation fee (For all lock latch except split bins) | \$ 120.81 | \$ 128.36 | \$109.10 | \$19.25 | \$128.35 |
| SUR-CHARGE FOR 7x/week (Sunday Service) | \$ 14.75 | \$ 15.67 | \$13.32 | \$2.35 | \$15.67 |
| SUR-CHARGE FOR LESS THAN 7x/week (Sunday Service) | \$ 41.52 | \$ 44.12 | \$37.50 | \$6.62 | \$44.12 |
| NON-SCHEDULE ADDITIONAL PICK-UPS | | | | | |
| 1st BIN PICK-UP (1.5 & 3 YARD BINS) | \$ 84.79 | \$ 90.09 | \$76.58 | \$13.51 | \$90.09 |
| EACH ADDITIONAL @ SAME TIME | \$ 46.66 | \$ 49.58 | \$42.14 | \$7.44 | \$49.58 |
| ALL ADDITIONAL MANURE BIN PICK-UPS | \$ 96.99 | \$ 103.05 | \$87.59 | \$15.46 | \$103.05 |
| ALL ADDITIONAL COMPACTED BIN P/U'S | \$ 142.89 | \$ 151.82 | \$129.05 | \$22.77 | \$151.82 |
| BIN OVERAGE "OVER THE TOP" - Each Occurrence | \$ 47.31 | \$ 65.00 | \$55.25 | \$9.75 | \$65.00 |
| BIN EXCHANGE - IN EXCESS OF 1 PER/YEAR | \$ 101.37 | \$ 107.71 | \$91.55 | \$16.16 | \$107.71 |
| SPECIAL ACCESS REQUIRED - CODE OR KEY | \$ 13.51 | \$ 14.35 | \$12.20 | \$2.15 | \$14.35 |
| (Rate x Weekly Tip Frequency - Billed Monthly) | | | | | |
| COMMERCIAL CONTAINER STEAM CLEANING (container exchanged) | \$ 135.14 | \$ 143.59 | \$122.05 | \$21.54 | \$143.59 |
| COMMERCIAL BULKY-ITEM COLLECTION | | | | | |
| Bulky item pickups (no limit); max 20 items per collection | \$ 61.06 | \$ 64.88 | \$55.14 | \$9.73 | \$64.87 |
| Charge for Each Item Over 20 p/Collection | \$ 8.12 | \$ 8.63 | \$7.33 | \$1.29 | \$8.62 |
| Additional Fee Required for Gas Recovery | \$ 78.12 | \$ 83.00 | \$70.55 | \$12.45 | \$83.00 |

ATTACHMENT E

**EXHIBIT D:
INITIAL MAXIMUM RATES**

| INDUSTRIAL SPECIAL SERVICES | Current Rate | Proposed Rate | Service Component | Disposal Component | Adjusted Rate |
|--|---------------------|----------------------|--------------------------|---------------------------|----------------------|
| PERMANENT 30 YD ROLL-OFF - Min 4 P/U p/Mo. | \$ 2,646.69 | \$ 2,812.11 | \$2,390.29 | \$421.82 | \$2,812.11 |
| ADDITIONAL PICK-UP - PERM 30 YARD R/O | \$ 661.67 | \$ 703.02 | \$597.57 | \$105.45 | \$703.02 |
| PERMANENT 15 YD DEMO BOX - Min 4 P/U p/Mo. | \$ 2,819.48 | \$ 2,995.69 | \$2,546.34 | \$449.35 | \$2,995.69 |
| ADDITIONAL PICK-UP - PERM 15 YD DEMO | \$ 704.87 | \$ 748.92 | \$636.59 | \$112.34 | \$748.93 |
| PERMANENT 40 YD PACKER - Each P/U | \$ 825.04 | \$ 876.61 | \$745.11 | \$131.49 | \$876.60 |
| TEMPORARY 30 YARD R/O BOX THREE DAYS - 1 EMPTY | \$ 663.40 | \$ 704.86 | \$599.13 | \$105.73 | \$704.86 |
| TEMPORARY 30 YARD R/O BOX - Yardwaste | \$ 625.25 | \$ 664.33 | \$564.68 | \$99.65 | \$664.33 |
| TEMPORARY 15 YARD DEMO BOX THREE DAYS - 1 EMPTY | \$ 766.18 | \$ 814.07 | \$691.96 | \$122.11 | \$814.07 |
| SURCHARGE OVER 8 TONS PER LOAD | \$ 62.46 | \$ 66.36 | \$56.41 | \$9.95 | \$66.36 |
| CONTAINER MONTHLY RENTALS | | | | | |
| THREE (3) YARD BIN | \$ 67.58 | \$ 71.80 | \$61.03 | \$10.77 | \$71.80 |
| TILT HOPPER | \$ 52.72 | \$ 56.02 | \$47.61 | \$8.40 | \$56.01 |
| STORAGE CONTAINER | \$ 106.76 | \$ 113.43 | \$96.42 | \$17.01 | \$113.43 |
| STORAGE BOX DELIVERY | No Charge | | | | No Charge |
| STORAGE BOX RETURN - (RATE + \$1.00 P/MILE) | \$ 13.76 | \$ 14.62 | \$12.43 | \$2.19 | \$14.62 |
| PACKER UNIT - "TURN-A-ROUND" REQUIRED (Surcharge per Pull) | \$ 13.76 | \$ 14.62 | \$12.43 | \$2.19 | \$14.62 |
| RELOCATION FEE / TRIP CHARGE "DEAD RUN" | \$ 65.21 | \$ 69.29 | \$58.89 | \$10.39 | \$69.28 |
| SATURDAY SERVICE - PER LOAD | \$ 40.74 | \$ 43.29 | \$36.79 | \$6.49 | \$43.28 |
| TEMP ROLL-OFF CONTAINER RENTAL (In Excess of Seven (7) Days w/o an Exchange) | \$ 16.35 | \$ 17.37 | \$14.77 | \$2.61 | \$17.38 |
| DRIVER & TRUCK STAND-BY HOURLY RATE (Two (2) Hour Minimum Charge) | \$ 102.79 | \$ 109.21 | \$92.83 | \$16.38 | \$109.21 |
| HEAVY-DUTY ROLL-OFF TRUCK - PER LOAD (Surcharge in Excess of Standard Rates - Overweight) | \$ 473.07 | \$ 502.64 | \$427.24 | \$75.40 | \$502.64 |
| MANDATORY SIGNATURE REQUIREMENT (Surcharge per Roll-Off or Packer Exchange) | \$ 6.74 | \$ 7.16 | \$6.09 | \$1.07 | \$7.16 |

ATTACHMENT E

**EXHIBIT D:
INITIAL MAXIMUM RATES**

BREA OLINDA SCHOOL DISTRICT

| | <u>Current Rate</u> | <u>Proposed Rate</u> | <u>Service Component</u> | <u>Disposal Component</u> | <u>Adjusted Rate</u> |
|---|---------------------|----------------------|--------------------------|---------------------------|----------------------|
| MONTHLY COMMERCIAL RATES 3 YARD BINS | \$ 117.46 | \$ 124.80 | \$106.08 | \$18.72 | \$124.80 |
| ADDITIONAL PICK-UP 3 YARD BINS | \$ 85.56 | \$ 90.91 | \$77.27 | \$13.64 | \$90.91 |

ATTACHMENT E

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ATTACHMENT E

**EXHIBIT E:
EXAMPLE RATE ADJUSTMENT FORMULA**

ATTACHMENT E

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ATTACHMENT E

EXHIBIT E: EXAMPLE RATE ADJUSTMENT FORMULA

Example Residential Rate Adjustment Calculation

All percentages are rounded to four (4) decimal places and all currency is rounded to nearest \$0.01.

Step One: Calculate percentage change in indices.

| | | | A | B | C |
|-----|-------------------|-------|-----------------|-----------------|---|
| Row | Adjustment Factor | Index | Old Index Value | New Index Value | Percent Change in Index ((Column B ÷ Column A) - 1) |
| 1 | Collection | (1) | | | 3.48% |
| 2 | Disposal | (2) | \$41.31 | \$42.65 | 3.24% |

Step Two: Determine weighted percentage change in rates.

| | | | D | E | F |
|-----|-------------------|-----|---|---|---|
| Row | Adjustment Factor | | Cost Factor Category Weighted as a % of Component Total (J) | Percent Change in Index (From Column C) | Total Weighted Change (Column D x Column E) |
| 3 | Collection | (1) | 85.00% | 3.48% | 2.96% |
| 4 | Disposal | (2) | 15.00% | 3.24% | 0.49% |
| 5 | Total | | 100.00% | | 3.45% |

Step Three: Apply percentage change to rates.

| | | | G | H | I | J1 | J2 | J3 | J4 |
|-----|---|--|---|---|---|--|--------------------------------|--------------------------------------|---|
| Row | Example Residential Contractor Rate Category (4) | | Example Republic Rates based on July 1, 2024 Rates before City Maintenance Service Costs and Recycling Rebate | Total Weighted Percentage Change (From Column F, Row 5) | Rate Increase or (Decrease) (Column G x Column H) | Adjusted Rate before City Maintenance Service Costs and Recycling Rebate (Column G + Column I) | City Maintenance Service Cost* | Residential Recycling Revenue Rebate | Total Customer Rate with City Maintenance Service Cost and Recycling Rebate (Column J1 + J2 + J3) |
| 6 | Standard cart service (3 material streams)** | | \$26.13 | 3.45% | \$0.90 | \$27.03 | \$1.96 | (\$0.29) | \$28.70 |
| 7 | Additional refuse cart(s) - Each | | \$13.15 | 3.45% | \$0.45 | \$13.60 | | | \$13.60 |
| 8 | Additional organic materials Cart(s) - Each | | \$6.04 | 3.45% | \$0.21 | \$6.25 | | | \$6.25 |
| 9 | Roll-out service | | \$14.01 | 3.45% | \$0.48 | \$14.49 | | | \$14.49 |
| 10 | Cart exchange | | \$45.98 | 3.45% | \$1.59 | \$47.57 | | | \$47.57 |
| 11 | Cart replacement (customer mis-use) | | \$81.36 | 3.45% | \$2.81 | \$84.17 | | | \$84.17 |
| 12 | Extra dump - All 3 material streams | | \$29.74 | 3.45% | \$1.03 | \$30.77 | | | \$30.77 |
| 13 | Additional bulky good pickup - after limit exceeded | | \$57.55 | 3.45% | \$1.99 | \$59.54 | | | \$59.54 |

Step Four: Recalculate cost component weightings for next rate adjustment.

| | | | K | L | M | N | O |
|-----|-------------------|--|--------------------------------|---|---|--|--|
| Row | Adjustment Factor | | Cost Component (From Column D) | Percent Change in Index (From Column E) | Change in Cost Component Weightings (Column K x Column L) | Adjusted Cost Component Weightings (Column K + Column M) | Cost Components Reweighted to Equal 100% (Column N Row ÷ Column N Total) |
| 14 | Collection | | 85.00% | 3.48% | 2.96% | 87.96% | 85.03% |
| 15 | Disposal | | 15.00% | 3.24% | 0.49% | 15.49% | 14.97% |
| 16 | Total | | 100.00% | | | 103.5% | 100.00% |

*Rate to include City Maintenance Service Costs per home per month. City to provide to Contractor on annual basis.

**Insert current residential rate including prior recycling rebate from prior year calculations Column J3. Example based on July 1, 2024 Contractor rate of \$25.84+\$0.29 = \$26.13.

(1) The increase or decrease will be for the change in the weighted average annual change per Exhibit E-3 for agreement years 2 through 7 and thereafter will be calculated using the average annual change in the GTCI. The percentage change will be based on the average annual published GTCI (CUUR0000SEHG02), between the twelve (12) months ended December prior to the rate adjustment date, and the twelve (12) months ended the prior December.

(2) Actual change based on Waste Disposal Agreement with Orange County Waste and Recycling for July 1.

(3) The first-year weightings are based on percentages included in Section 9.4.2. When the first adjustment is calculated, the resulting re-weightings in column "O" will be used as the new weightings for the following year adjustments.

(4) The example rate categories shown are not all inclusive.

ATTACHMENT E

EXHIBIT E: EXAMPLE RATE ADJUSTMENT FORMULA

Example Commercial Rate Adjustment Calculation

All percentages are rounded to four (4) decimal places and all currency is rounded to nearest \$0.01.

Step One: Calculate percentage change in indices.

| Row | Adjustment Factor | Index | A | B | C |
|-----|-------------------|-------|-----------------|-----------------|---|
| | | | Old Index Value | New Index Value | Percent Change in Index ((Column B ÷ Column A) - 1) |
| 1 | Collection | (1) | | | 4.62% |
| 2 | Disposal | (2) | \$41.31 | \$42.65 | 3.24% |

Step Two: Determine weighted percentage change in rates.

| Row | Adjustment Factor | | D | E | F |
|-----|-------------------|-----|---|---|---|
| | | | Cost Factor Category Weighted as a % of Component Total (3) | Percent Change in Index (From Column C) | Total Weighted Change (Column D x Column E) |
| 3 | Collection | (1) | 85.00% | 4.62% | 3.93% |
| 4 | Disposal | (2) | 15.00% | 3.24% | 0.49% |
| 5 | Total | | 100.00% | | 4.42% |

Step Three: Apply percentage change to rates.

| Row | Example Commercial/ Industrial Contractor Rate Category (4) | G | H | I | J |
|-----|---|--|---|---|-------------------------------------|
| | | Example Republic Rates based on July 1, 2024 Rates | Total Weighted Percentage Change (From Column F, Row 5) | Rate Increase or Decrease (Column G x Column H) | Adjusted Rate (Column G + Column I) |
| 6 | Commercial 96-gallon recycling cart 1x/wk* | \$60.00 | 4.42% | \$2.65 | \$62.65 |
| 7 | Commercial 96-gallon trash cart - per cart | \$41.26 | 4.42% | \$1.82 | \$43.08 |
| 8 | Commercial trash 3 CY bin 1x/wk | \$181.12 | 4.42% | \$8.01 | \$189.13 |
| 9 | Commercial trash 3 CY bin - additional pickup | \$121.46 | 4.42% | \$5.37 | \$126.83 |
| 10 | Commercial recycling 3 CY bin - additional frequency | \$152.81 | 4.42% | \$6.75 | \$159.56 |
| 11 | Commercial 64-gallon organic materials cart 1x/wk | \$65.19 | 4.42% | \$2.88 | \$68.07 |
| 12 | Locking latch - per tip frequency | \$2.71 | 4.42% | \$0.12 | \$2.83 |
| 13 | Industrial - permanent 30-yard roll-off (8-ton limit) | \$2,646.69 | 4.42% | \$116.98 | \$2,763.67 |

Step Four: Recalculate cost component weightings for next rate adjustment.

| Row | Adjustment Factor | K | L | M | N | O |
|-----|-------------------|--------------------------------|---|---|--|--|
| | | Cost Component (From Column D) | Percent Change in Index (From Column E) | Change in Cost Component Weightings (Column K x Column L) | Adjusted Cost Component Weightings (Column K + Column M) | Cost Components Reweighted to Equal 100% (Column N Row ÷ Column N Total) |
| 14 | Collection | 85.00% | 4.62% | 3.93% | 88.93% | 85.17% |
| 15 | Disposal | 15.00% | 3.24% | 0.49% | 15.49% | 14.83% |
| 16 | Total | 100.00% | | | 104.4% | 100.00% |

*New agreement service rate included for example purposes only.

(1) The increase or decrease will be for the change in the weighted average annual change per Exhibit E-3 for agreement years 2 through 5 and thereafter will be calculated using the average annual change in the GTCI. The percentage change will be based on the average annual published GTCI (CUUR0000SEHG02), between the twelve (12) months ended December prior to the rate adjustment date, and the twelve (12) months ended the prior December.

(2) Actual change based on Waste Disposal Agreement with Orange County Waste and Recycling for July 1.

(3) The first-year weightings are based on percentages included in Section 9.4.2. When the first adjustment is calculated, the resulting re-weightings in column "O" will be used as the new weightings for the following year adjustments.

(4) The rate categories shown are not all inclusive.

ATTACHMENT E**EXHIBIT E:
EXAMPLE RATE ADJUSTMENT FORMULA**

Provided for Example Purposes Only. Calculations will need to be performed annually.

 : Included for Example Calculations Only

| Residential Collection Component Stair Step | | | | | |
|---|-------------|-------------|-----------------------|------------------------|----------------------|
| Year | CPI Weights | GTCI Weight | CPI Change (From E-4) | GTCI Change (From E-4) | Weighted Change* (1) |
| 2 | 100% | 0% | 3.48% | 7.28% | 3.48% |
| 3 | 70% | 30% | 3.00% | 4.00% | 3.30% |
| 4 | 60% | 40% | 3.00% | 4.00% | 3.40% |
| 5 | 50% | 50% | 3.00% | 4.00% | 3.50% |
| 6 | 30% | 70% | 3.00% | 4.00% | 3.70% |
| 7, Through Term | 0% | 100% | 3.00% | 4.00% | 4.00% |

| Commercial/Industrial Collection Component Stair Step | | | | | |
|---|-------------|-------------|-----------------------|------------------------|-----------------------|
| Year | CPI Weights | GTCI Weight | CPI Change (From E-4) | GTCI Change (From E-4) | Weighted Change** (1) |
| 2 | 70% | 30% | 3.48% | 7.28% | 4.62% |
| 3 | 50% | 50% | 3.00% | 4.00% | 3.50% |
| 4 | 30% | 70% | 3.00% | 4.00% | 3.70% |
| 5, Through Term | 0% | 100% | 3.00% | 4.00% | 4.00% |

*Residential weighted change to be utilized in Step 1 on Exhibit E-1.

**Commercial/Industrial weighted change to be utilized in Step 1 on Exhibit E-2.

(1) Calculation: (CPI Weight X CPI Change) + (GTCI Weight X GTCI Change)

ATTACHMENT E

EXHIBIT E: EXAMPLE RATE ADJUSTMENT FORMULA

Collection Indices

CPI for All Urban Consumers

Original Data Value

Pulled from BLS website.

Series Id: CUURS49ASA0

Not Seasonally Adjusted

Series Title: All items in Los Angeles-Long Beach-Anaheim,

Area: Los Angeles-Long Beach-Anaheim, CA

Item: All items

Base Period: 1982-

Years: 2007 to 2022

| Year | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Annual | HALF1 | HALF2 |
|------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| 2014 | 239.857 | 241.059 | 242.491 | 242.437 | 243.362 | 243.528 | 243.727 | 243.556 | 243.623 | 243.341 | 241.753 | 240.475 | 242.434 | 242.122 | 242.746 |
| 2015 | 239.724 | 241.297 | 243.738 | 243.569 | 246.093 | 245.459 | 247.066 | 246.328 | 245.431 | 245.812 | 245.711 | 245.357 | 244.632 | 243.313 | 245.951 |
| 2016 | 247.155 | 247.113 | 247.873 | 248.368 | 249.554 | 249.789 | 249.784 | 249.700 | 250.145 | 251.098 | 250.185 | 250.189 | 249.246 | 248.309 | 250.184 |
| 2017 | 252.373 | 253.815 | 254.525 | 254.971 | 255.674 | 255.275 | 256.023 | 256.739 | 257.890 | 258.883 | 259.135 | 259.220 | 256.210 | 254.439 | 257.982 |
| 2018 | 261.235 | 263.012 | 264.158 | 265.095 | 266.148 | 265.522 | 266.007 | 266.665 | 268.032 | 269.482 | 268.560 | 267.631 | 265.962 | 264.195 | 267.730 |
| 2019 | 269.468 | 269.608 | 271.311 | 273.945 | 274.479 | 274.380 | 274.682 | 274.579 | 276.054 | 278.075 | 277.239 | 275.553 | 274.114 | 272.199 | 276.030 |
| 2020 | 277.755 | 278.657 | 276.589 | 275.853 | 276.842 | 278.121 | 279.899 | 280.116 | 279.366 | 279.947 | 280.102 | 279.560 | 278.567 | 277.303 | 279.832 |
| 2021 | 280.178 | 281.347 | 282.648 | 285.808 | 287.620 | 289.218 | 290.890 | 291.333 | 292.209 | 294.961 | 296.790 | 297.925 | 289.244 | 284.470 | 294.018 |
| 2022 | 301.209 | 302.164 | 306.679 | 308.302 | 310.649 | 314.072 | 313.415 | 313.608 | 315.033 | 317.014 | 314.633 | 312.601 | 310.782 | 307.179 | 314.384 |
| 2023 | 318.591 | 317.571 | 317.873 | 320.089 | 320.514 | 322.055 | 321.931 | 324.050 | 324.984 | 324.545 | 323.341 | 323.456 | 321.583 | 319.449 | 323.718 |
| 2024 | 326.640 | 328.232 | | | | | | | | | | | | | |

Year 1 Annual Average 310.782

Year 2 Annual Average 321.583

Percent Change Calculation 3.48%

ATTACHMENT E

EXHIBIT E: EXAMPLE RATE ADJUSTMENT FORMULA

GTCI - Consumer Price Index for Garbage and Trash

Collection

Original Data Value

Pulled from BLS website.

Series Id: CUUR0000SEHG02, CUUS0000SEHG02

Not Seasonally Adjusted

Series Title: Garbage and trash collection in U.S. city average,

Area: U.S. city average

Item: Garbage and trash collection

Base Period: DECEMBER 1983=100

Years: 2010 to 2024

| Year | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Annual | HALF1 | HALF2 |
|------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| 2010 | 380.036 | 382.490 | 383.362 | 383.615 | 383.405 | 383.749 | 383.832 | 385.010 | 385.920 | 385.909 | 387.216 | 387.884 | 384.369 | | |
| 2011 | 389.727 | 391.854 | 391.855 | 392.754 | 395.477 | 395.329 | 395.723 | 396.605 | 397.028 | 397.106 | 398.910 | 398.720 | 395.091 | | |
| 2012 | 398.880 | 400.381 | 401.692 | 400.913 | 401.067 | 402.793 | 406.243 | 406.823 | 407.594 | 409.495 | 410.155 | 410.416 | 404.704 | | |
| 2013 | 411.126 | 411.805 | 412.305 | 413.675 | 414.511 | 414.802 | 416.505 | 417.760 | 418.357 | 419.687 | 421.427 | 422.237 | 416.183 | | |
| 2014 | 422.440 | 422.483 | 423.413 | 425.393 | 425.242 | 425.930 | 426.562 | 426.771 | 427.327 | 427.995 | 427.808 | 428.187 | 425.796 | | |
| 2015 | 427.734 | 429.248 | 429.235 | 429.807 | 431.234 | 430.813 | 431.229 | 432.967 | 433.843 | 434.829 | 436.428 | 436.996 | 432.030 | | |
| 2016 | 437.205 | 438.296 | 437.699 | 437.676 | 438.317 | 437.858 | 438.607 | 439.358 | 439.707 | 440.311 | 443.343 | 444.745 | 439.427 | | |
| 2017 | 446.266 | 447.699 | 446.987 | 447.129 | 447.272 | 448.046 | 448.328 | 448.717 | 449.008 | 452.196 | 453.820 | 453.596 | 449.089 | | |
| 2018 | 453.354 | 454.915 | 455.230 | 458.722 | 462.887 | 465.041 | 465.579 | 470.457 | 471.026 | 472.535 | 486.650 | 485.935 | 466.861 | 458.358 | 475.364 |
| 2019 | 475.687 | 477.474 | 478.569 | 479.449 | 480.865 | 480.984 | 482.138 | 483.987 | 484.346 | 486.133 | 486.485 | 486.708 | 481.902 | 478.838 | 484.966 |
| 2020 | 491.003 | 494.429 | 495.288 | 494.432 | 494.946 | 496.679 | 498.564 | 500.882 | 501.756 | 503.315 | 504.970 | 508.190 | 498.705 | 494.463 | 502.946 |
| 2021 | 512.722 | 517.270 | 518.505 | 518.579 | 516.440 | 517.202 | 521.185 | 524.408 | 529.934 | 530.114 | 529.053 | 532.538 | 522.329 | 516.786 | 527.872 |
| 2022 | 533.078 | 538.313 | 540.719 | 542.564 | 544.546 | 547.554 | 548.187 | 548.706 | 558.254 | 561.090 | 563.816 | 565.185 | 549.334 | 541.129 | 557.540 |
| 2023 | 570.412 | 575.697 | 576.773 | 580.124 | 587.431 | 589.812 | 596.167 | 597.347 | 596.997 | 597.569 | 601.631 | 602.164 | 589.344 | 580.042 | 598.646 |
| 2024 | 606.773 | 610.551 | 610.015 | 611.073 | | | | | | | | | | | |

Year 1 Annual Average 549.334

Year 2 Annual Average 589.344

Percent Change Calculation 7.28%

Disposal Index

Gate rate for Orange County Waste and Recycling WDA as of July 1st.

Year 1 \$ 41.31 Effective 7/1/2023

Year 2 \$ 42.61 Effective 7/1/2024

ATTACHMENT E

EXHIBIT E: EXAMPLE RATE ADJUSTMENT FORMULA

Example based on July 1, 2024 Residential Recycling Revenue Sharing Calculation submitted by Contractor.

Guidance Note: Each year a new 5-year average will need to be calculated to determine the residential recycling revenue credit based on the average of the most recent 5 years.

Insert Calendar Year
for Calculations: 2023

| Row | Year | Historical Recycling Credit Annual Calculation | Note |
|-----|---|--|---|
| 1 | 2000 | \$0.919 | Historical data from 7/1/2024 rate adjustment. |
| 2 | 2001 | \$1.054 | Historical data from 7/1/2024 rate adjustment. |
| 3 | 2002 | \$0.766 | Historical data from 7/1/2024 rate adjustment. |
| 4 | 2003 | \$0.982 | Historical data from 7/1/2024 rate adjustment. |
| 5 | 2004 | \$1.114 | Historical data from 7/1/2024 rate adjustment. |
| 6 | 2005 | \$1.142 | Historical data from 7/1/2024 rate adjustment. |
| 7 | 2006 | \$1.097 | Historical data from 7/1/2024 rate adjustment. |
| 8 | 2007 | \$1.054 | Historical data from 7/1/2024 rate adjustment. |
| 9 | 2008 | \$1.643 | Historical data from 7/1/2024 rate adjustment. |
| 10 | 2009 | \$1.343 | Historical data from 7/1/2024 rate adjustment. |
| 11 | 2010 | \$0.681 | Historical data from 7/1/2024 rate adjustment. |
| 12 | 2011 | \$1.132 | Historical data from 7/1/2024 rate adjustment. |
| 13 | 2012 | \$1.406 | Historical data from 7/1/2024 rate adjustment. |
| 14 | 2013 | \$0.966 | Historical data from 7/1/2024 rate adjustment. |
| 15 | 2014 | \$0.877 | Historical data from 7/1/2024 rate adjustment. |
| 16 | 2015 | \$0.708 | Historical data from 7/1/2024 rate adjustment. |
| 17 | 2016 | \$0.217 | Historical data from 7/1/2024 rate adjustment. |
| 18 | 2017 | \$0.249 | Historical data from 7/1/2024 rate adjustment. |
| 19 | 2018 | -\$0.009 | Historical data from 7/1/2024 rate adjustment. |
| 20 | 2019 | \$0.171 | Historical data from 7/1/2024 rate adjustment. |
| 21 | 2020 | \$0.642 | Historical data from 7/1/2024 rate adjustment. |
| 22 | 2021 | \$0.613 | Historical data from 7/1/2024 rate adjustment. |
| 23 | 2022 | \$0.026 | Historical data from 7/1/2024 rate adjustment. |
| 24 | 2023 | \$0.000 | Historical data from 7/1/2024 rate adjustment. |
| 25 | 5 Year Average for Calendar Years 2019 through 2023 | \$0.29 | Calculation: Sum most recent 5 years divided by 5. Amount carries forward as credit to Exhibit E-1. |

| Month | 50% of Republic Recycling Income for the Month | Number of Residential Units | Recycling Income/Unit | Notes |
|----------------|--|-----------------------------|-----------------------|--|
| January | \$0.00 | 11,246 | \$0.000 | |
| February | \$0.00 | 11,244 | \$0.000 | |
| March | \$0.00 | 11,217 | \$0.000 | |
| April | \$0.00 | 11,231 | \$0.000 | |
| May | \$0.00 | 11,270 | \$0.000 | |
| June | \$0.00 | 11,256 | \$0.000 | |
| July | \$0.00 | 11,340 | \$0.000 | |
| August | \$0.00 | 11,270 | \$0.000 | |
| September | \$0.00 | 11,234 | \$0.000 | |
| October | \$0.00 | 11,272 | \$0.000 | |
| November | \$0.00 | 11,231 | \$0.000 | |
| December | \$0.00 | 11,257 | \$0.000 | |
| Annual Average | \$0.00 | 11,256 | \$0.000 | Amount to be added annually by inserting row to Table 1. |

ATTACHMENT E

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ATTACHMENT E

**EXHIBIT F:
REPORTING REQUIREMENTS**

ATTACHMENT E

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EXHIBIT F
REPORTING REQUIREMENTS

Records shall be maintained in forms and by methods that facilitate flexible use of data contained in them to structure reports, as needed. Reports are intended to compile recorded data into useful forms of information that can be used to, among other things:

1. Determine and set rates and evaluate the financial efficacy of operations.
2. Evaluate past and expected progress towards achieving Contractor's diversion goals and objectives.
3. Provide concise and comprehensive program information and metrics for use in fulfilling reporting requirements under applicable law.
4. Determine needs for adjustment to programs.
5. Evaluate customer service and complaints.
6. Determine customer compliance with AB 341, SB 1383, and any subsequent state-mandated recycling requirements.

1. Monthly Report Content

Monthly reports shall be submitted by Contractor to City and shall include the following information pertaining to the most recently completed calendar month. In addition, each monthly report shall include a year-to-date summary page that includes the data submitted from the monthly report(s) submitted in the calendar year prior to the submittal of the current monthly report. Contractor shall report the information included in the following subsections.

A. Tonnage Report.

1. Tonnage delivered to each approved facility by customer type, subtotalling and clearly identifying those tons that are diverted and those that are disposed.
2. Bulky goods collected by customer type.
3. Solid waste tonnage disposed.
4. Recyclable materials tonnage marketed.
5. Bulky goods marketed and tonnage disposed from non-divertible materials and processing residue.
6. Monthly diversion rate by customer type and in aggregate for all customer types.

B. Diversion Report. Contractor shall report the diversion level for each month and the cumulative year-to-date diversion level, where diversion level shall be calculated as: (Discarded Materials Collected – Solid Waste Collected – Processing Residue Disposed) / Discarded Materials Collected.

C. Revenue Report. Provide a statement detailing gross receipts from all operations conducted or permitted pursuant to this Agreement.

D. Customer Subscription and Collection Report.

1. Summary of customer subscription data, including the number of accounts; the number of customers subscribing to each service level listed separately by customer type and discarded material type.

EXHIBIT F
REPORTING REQUIREMENTS

2. Number of containers at each service level by customer type and program. Summarizing the total gallons of cart service, cubic yards of bin service, and pulls and cubic yards or tons of roll-off box and compactor service by customer type. Report shall calculate the average volume of service received per: single-family dwelling unit (separately identifying dwelling units in a duplex, triplex, or fourplex); multi-family dwelling unit; and, commercial customer.
3. List of all commercial and multi-family customers with solid waste service. Such list shall include each such customer's service address and subscribed solid waste, recyclable materials, and organic materials service levels and other information as required by the Agreement. The list shall include all information in one line for each customer illustrating the service level for each material type and the total service level for all material types the customer has subscribed to.
4. Number of bulky good/reusable materials collection events by customer type.
5. Number of customers subscribing to each City approved service exemption by customer type, including the total number of de minimis waivers and physical space constraint waivers granted in the month in accordance with Section 5.10 including the customer name and address for each waiver.
6. Number of waivers reviewed, and number of reverification inspections performed, by Contractor pursuant to Section 5.10.B in the month, if any, including a copy of documentation for each waiver review and reverification inspection.

E. City Services Report.

1. City facility diversion rate report (i.e., volume of service by service type received by each City facility).
2. Summary report on the programs offered to City as described in Exhibit B4 focused on when each service was provided and any issues/concerns identified.

F. Customer Service Report.

1. Number of events of discarded materials being tagged for non-collection summarized by the reason for tagging (e.g., inclusion of non-recyclable or non-compostable materials, improper set-out, hazardous waste).
2. Number of courtesy pick-up collections summarized by the reason for leaving a courtesy pick-up notice (e.g., inclusion of non-recyclable or non-compostable materials, improper set-out, hazardous waste).
3. List of customers for which Contractor has performed a courtesy pick-up collection, including the customer address and material type for which the courtesy pick-up collection was performed.
4. Record of general customer service complaints and SB 1383 non-compliance complaints received, including the following information:
 - a. Total number of complaints received and total number of complaints investigated.
 - b. Copies of documentation recorded for each complaint received, which shall include the following information: (i) the complaint as received; (ii) the name and contact information of the complainant, if the complaint is not submitted anonymously; (iii)

EXHIBIT F
REPORTING REQUIREMENTS

the identity of the alleged violator, if known; (iv) a description of the alleged violation, including location(s) and all other relevant facts known to the complainant; (v) any relevant photographic or documentary evidence submitted to support the allegations in the complaint; and, (vi) the identity of any witnesses, if known.

- c. Copies of all complaint reports submitted to City, pursuant to Article 7.
- d. Documentation of any follow-up inspections and/or outreach, if any, conducted upon City request pursuant to Section 5.8.C, which shall include: (i) the date Contractor investigated the complaint; (ii) documentation of the findings of the investigation; and, (iii) any photographic or other evidence collected during the investigation.

G. Contamination Monitoring Report.

- 1. The number of route reviews conducted pursuant to Section 5.11.
- 2. Description of Contractor's process for determining the level of contamination or bin overfilling during route reviews. Contractor shall document the contamination and/or overfilling through use of film or digital photography.
- 3. A record of each inspection and contamination fee assessed, which shall include:
 - a. Name and address of the customer.
 - b. The date the contaminated container was observed.
 - c. The staff who conducted the inspection.
 - d. The total number of violations found and a description of what action was taken for each.
 - e. Copies of all notices to customers with prohibited container contaminants.
 - f. Photographic documentation.
- 4. Documentation of the total number of containers disposed of due to observation of prohibited container contaminants.
- 5. Summary report of courtesy pick-up notices, non-collection notices, and/or contamination processing fee notices issued, which for each notice shall include the date of issuance, customer name, and service address.
- 6. A list of all customers assessed contamination processing fees, reported separately by customer type, and including: the customer name, customer address, and reason for the assessment; the total number of instances contamination processing fees were assessed in the month; and, the total amount of fees collected in the month.
- 7. If performed, results of any waste characterization studies conducted pursuant to Exhibit B4, Section 6.
- 8. Any other information reasonably requested by City or specified in contamination monitoring provisions of this Agreement.

2. Quarterly Report Content

- A. Education and Outreach.

EXHIBIT F

REPORTING REQUIREMENTS

1. A copy of all education and outreach materials provided to generators, or otherwise used for education and outreach efforts in accordance with Section 5.6 and Exhibit C, including flyers, brochures, newsletters, invoice messaging/billing inserts, and website and social media postings.
2. A record of the date and to whom the information was disseminated, or direct contact made, in the form of a list that includes the generator's name or account name, the type of education or outreach received; the distribution date, and the method of distribution.
3. For any mass distribution through mailings or bill inserts, provide a record of the date, a copy of the information distributed, and the type and number of accounts that received the information.
4. A copy of all electronic media, including the dates posted or sent of social media posts, e-mail communications, or other electronic messages. A summary report shall be provided for electronic marketing that itemizes each communication and reports performance metrics for each that are relevant to that type of communication (e.g., open and click-through rates for email marketing, engagement numbers for social media).
5. Summary of the results of the diversion opportunity assessments provided to customers (reporting multi-family separate from commercial) by identifying the number of diversion opportunity assessments conducted each month in the most recently completed quarter and contact information including address, contact names, telephone number of persons contacted, number of dwelling units (for multi-family), and the recyclable materials, organic materials, and solid waste service level for each complex. Include any service level changes resulting from such visits.
6. Summary of the public education materials and activities provided to schools in the month, if any, including results from diversion opportunity assessments as described in Exhibit C.
7. Dates, times, and group or event names of any site visits, meetings, and events attended in the month.

3. Annual Report Content

The annual report shall be the final monthly report, including annual totals, summary pages, and a compilation of any materials required by the monthly reports, plus the following additional information.

- A. **Summary Assessment.** Provide a summary assessment of the programs performed under this Agreement from Contractor's perspective relative to the financial and physical status of the program. The physical status assessment shall reflect how well the program is operating in terms of efficiency, economy, and effectiveness in meeting all the goals and objectives of this Agreement, particularly Contractor's diversion goals. Provide recommendations and plans to improve and highlight significant accomplishments and problems. Results shall be compared to other similar size communities served by Contractor in California.
- B. **Collection and Processing Report.**
 1. The total tonnage of discarded materials removed from homeless encampments and illegal disposal sites as part of an abatement activity, listing each collection event separately by date, location, and tonnage collected, pursuant to Exhibit B4.

EXHIBIT F
REPORTING REQUIREMENTS

2. A record of all compliance agreements for quarantined organic waste that are disposed of, including the name of generator, date issued, location of final disposition, and the amount of quarantined organic waste that was required to be disposed at a landfill, pursuant to Section 5.10.C.2.
 3. Written notification that the approved organic materials processing facility has and will continue to have the capabilities to process and recover the compostable plastics, in accordance with Section 5.1.I.
- C. **Education and Outreach Report.**
1. A summary of the status of the annual education plan of the reporting year, including activities conducted and the quantitative and/or qualitative results of those activities.
 2. The annual public education plan required by Section 5.6 and Exhibit C for the upcoming then-current calendar year. For example, Contractor submittal of a 2023 annual report in February 2024 shall include Contractor submittal of the annual public education plan for calendar year 2024.
- D. **Commercial Edible Food Generator Report.** Commercial customer list including contact information requested by the City Manager and designation of each commercial customer as either “tier 1,” “tier 2,” or “non-covered” edible food generator.
- E. **Vehicle Inventory.**
1. A list of all vehicles used in performing services under this Agreement including the license plate number, VIN, make, model, model year, purchase date, engine overhaul/rebuild date (if applicable), and mileage as of December 31.
 2. The total amount of RNG procured by Contractor for use in Contractor vehicles, in diesel gallon equivalents, including copies of any receipts, invoices, or other similar documentation evidencing procurement. In addition to the amount procured, Contractor shall include the total amount actually used in Contractor vehicles in the calendar year, if these values are different.
 3. The name, physical location, and contact information of each entity, operation, or facility from whom Contractor procured RNG for collection vehicles.
- F. **AB 341/AB 1826 Compliance.** Provide a listing of commercial customers subscribing to four or more cubic yards of solid waste service per week who do not currently subscribe to recyclable materials collection service from Contractor.
- Provide a listing of commercial customers subscribing to two or more cubic yards of solid waste service per week who do not currently subscribe to organic materials collection service from Contractor.
- G. **Other Reports.**
1. A revenue statement, setting forth quarterly AB 939 administrative fees, if any, and the basis for the calculation thereof, certified for accuracy by an officer of Contractor.
 2. A list of Contractor’s officers and members of its board of directors.
 3. A list of stockholders or other equity investors holding 5% or more of the voting interest in Contractor and any subsidiaries.

EXHIBIT F
REPORTING REQUIREMENTS

4. Additional Reports

- A. **Ad Hoc Reports.** Contractor shall provide up to six reports of varying detail and format, as specifically requested by City, to meet unforeseeable information queries of the CalRecycle, or other public agencies, including City.
- B. **Upon Incident Reporting.** City reserves the right to request additional reports or documents in the case of unforeseen events or additional requirements imposed upon City. Contractor shall provide the requested reports, documents, or information within 10 business days upon receipt of the request or within a timeframe determined by the City Manager, which shall not to exceed 10 days.
- C. **AB 901 Reporting.** City may require that Contractor provide City copies of Contractor's AB 901 reports on a regular basis (such as monthly, quarterly, or annually) or within 10 business days of the request.
- D. **Customized Reports.** City may request Contractor to prepare and provide customized reports from records Contractor is required to maintain.

ATTACHMENT E

**EXHIBIT G:
CORPORATE GUARANTY**

ATTACHMENT E

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ATTACHMENT E

EXHIBIT G

CORPORATE GUARANTY

THIS GUARANTY ("Guaranty") is made as of _____, 2025, by **Republic Services, Inc.**, a Delaware corporation ("Guarantor"), located at 18500 N. Allied Way Phoenix, AZ 85054, for the benefit of the **CITY OF BREA**, a California municipal corporation ("City"), located at 1 Civic Center Circle, Brea, California, 92821. The purpose of this Guaranty is to assure performance of the obligations of Guarantor's wholly-owned subsidiary, Republic Waste Services of Southern California, LLC, a Delaware limited liability company ("Subsidiary"), under that certain Second Amended and Restated Franchise Agreement dated _____, 2025 ("Agreement"), by and between City and Subsidiary. Capitalized terms used herein without definition shall have the meanings given such terms in the Agreement.

1. **Guaranty.** Guarantor hereby unconditionally and irrevocably guarantees to City the full, prompt and faithful performance of the covenants and indemnities of Subsidiary under the Agreement and the full and timely payment of all amounts due or owing, now or in the future, by Subsidiary under the Agreement.

2. **Term.** This Guaranty shall continue in full force and effect throughout the term of the Agreement and until all covenants and indemnities of Subsidiary under the Agreement are fully performed, including any that survive termination or expiration of the term of the Agreement, and all amounts due or owing by Subsidiary under the Agreement are paid in full. Any termination of this Guaranty shall not affect nor apply to performance of any covenant or indemnity of Subsidiary performance of which is due prior to the effective date of such termination or which becomes due after the effective date of such termination based upon an act, omission, event or occurrence prior to the effective date of such termination.

3. **Rights Independent.** Guarantor agrees that the obligations under this Guaranty are independent of the obligations of Subsidiary under the Agreement and a separate action or actions may be brought and prosecuted against Guarantor whether action is brought and prosecuted against Subsidiary or any other person, or any other guarantor, or whether any other person is joined in any such action or actions.

4. **Modification of Obligations.** Guarantor authorizes City without notice or demand to Guarantor and without affecting Guarantor's liability hereunder, from time to time to: (a) enter into with Subsidiary or, with the joinder or prior written approval of Subsidiary, to, amend, alter, modify, renew, extend, accelerate or otherwise change the Agreement or any provision thereof or otherwise change the terms of any documents, instruments or agreements to which Subsidiary is a party; (b) take and hold security or additional guaranties for the performance of this Guaranty or the obligations guaranteed hereunder, and amend, alter, exchange, substitute, transfer, enforce, waive, subordinate, terminate, modify and release in any manner any such security or guaranties; (c) apply such security and direct the order or manner of sale thereof as City in its discretion may determine; (d) release or substitute any other guarantor; and (e) settle, release on terms satisfactory to Subsidiary by operation of law or otherwise, compound, compromise, collect or otherwise liquidate any indebtedness or security in any manner, consent to the transfer of security and bid and purchase at any sale, without affecting or impairing the obligations of Guarantor hereunder.

5. **Waiver of Defenses.** Guarantor waives any right to require City to proceed against Subsidiary or any person other than Guarantor or to pursue any other remedy in City's powers whatsoever, except that, prior to proceeding against Guarantor under this Guaranty, (i) City shall first demand in writing performance or payment by Subsidiary and any cure period applicable to such performance or payment as set forth in the Agreement shall have expired without cure by Subsidiary, except that if Subsidiary shall decline or refuse such demand or shall be prevented by bankruptcy, insolvency, operation of law, legal

EXHIBIT G
CORPORATE GUARANTY

process or legal incapacity from performing or paying, no such demand for performance or payment or expiration of such cure period shall be necessary prior to City proceeding against Guarantor under this Guaranty, and (ii) City shall give written notice, in the manner provided in the Agreement, to Guarantor of the non-performance or non-payment by Subsidiary, which notice requirement may be satisfied by City transmitting to Guarantor a copy of any written notice or demand given to Subsidiary in the manner provided in the Agreement. Guarantor waives any defense arising by reason of (a) any disability or other defense of Subsidiary or any other person; (b) the cessation from any cause whatsoever of the liability of Subsidiary; (c) any act or omission of Subsidiary or others that directly or indirectly results in or aids the discharge of any of the obligations guaranteed hereunder by operation of law or otherwise; (d) the amendment, modification, renewal, extension or other change in any of the obligations guaranteed hereunder; (e) the forbearance by the City from the strict and timely enforcement of any of City's rights under this Agreement; or (f) any defense to liability under this Guaranty based upon Guarantor's inability to exercise any right of subrogation to the rights of City against Subsidiary. Guarantor waives any right to enforce any remedy that Subsidiary now has or may hereafter have against any person, and waives any benefit of, and any right to participate in, any security, now or hereafter held by Subsidiary or City. Guarantor's obligations hereunder shall not be affected by any right or setoff or any counterclaim, and, except as provided in the first sentence of this Section 5, Guarantor waives all presentments, demands for performance, notices of nonperformance, protests, notices of protest, notices of dishonor, and notices of acceptance of this Guaranty and of the existence, creation, or incurring of new or additional obligations, and all other notices and demands of any kind and description now or hereafter provided for by any statute or rule of law. Guarantor specifically agrees that Guarantor shall not be released from liability hereunder by any action taken by Subsidiary or City. Guarantor further expressly waives all rights and benefits which might otherwise be available to Guarantor under California Civil Code Sections 2810, 2819, 2839, 2845, 2846, 2849, 2850, 2899 and 3433.

6. **Attorneys' Fees.** Guarantor shall pay to City, without demand, any and all costs and/or expenses, including, without limitation, reasonable attorneys' fees and costs and court costs that City expends or incurs in collecting or compromising the obligations guaranteed hereunder or in enforcing this Guaranty against Guarantor, whether or not suit is filed, expressly including all court costs and attorneys' fees incurred by City in connection with any insolvency, bankruptcy, reorganization, arrangement or other similar proceedings involving Guarantor as the insolvent or bankrupt party that in any way affects the exercise by City of any of its rights or remedies hereunder.

7. **Guarantor's Representations and Warranties.** Guarantor represents and warrants to City that (a) the Agreement confers substantial and material benefits to Guarantor; (b) there are no actions, suits or proceedings pending, or to the knowledge of Guarantor threatened, against or affecting Guarantor which could have a material adverse effect on the ability of Guarantor to honor the obligations guaranteed hereunder, or involving the validity or enforceability of this Guaranty, at law or in equity, and Guarantor, to the best of its knowledge after due investigation, is not in default or in violation with respect to, or operating under or subject to, any order, writ, injunction, decree or demand of any court or any governmental authority; (c) the consummation of the transactions hereby contemplated and performance of this Guaranty will not result in any breach of, or constitute a default under, any mortgage, deed of trust, lease, bank loan or credit agreement, partnership agreement, corporate charter, bylaws or other agreement or instrument to which Guarantor is a party or by which Guarantor or any of its assets may be bound or affected; (d) Guarantor is not insolvent (as such term is defined in the Bankruptcy Code of 1978, 11 U.S.C. Section 101, et seq., as amended) and will not be rendered insolvent by execution of this

ATTACHMENT E

EXHIBIT G

CORPORATE GUARANTY

Guaranty or the consummation of the transactions contemplated hereby; and (d) Guarantor has no counterclaims, offsets or defenses with respect to the Guaranty.

8. **Subordination of Rights.** Guarantor hereby agrees that any claim it may have or may hereafter acquire against Subsidiary shall be subordinate to any claims that City may have against Guarantor and/or Subsidiary.

9. **Effect of Waivers.** Guarantor warrants and agrees that each of the waivers set forth in this Guaranty is made with Guarantor's full knowledge of its significance and consequences, and that under the circumstances, the waivers are reasonable and not contrary to public policy or law. If any of such waivers are determined to be contrary to any applicable law or public policy, such waivers shall be effective only to the maximum extent permitted by law.

10. **Successors and Assigns.** This Guaranty shall bind the heirs, executors, legal representatives, successors and assigns of Guarantor, and shall inure to the benefit of City and its successors and assigns.

11. **Governing Law.** Guarantor acknowledges and agrees that the parties and transactions referred to herein have significant contacts with the State of California, and that therefore this Guaranty shall be governed by, and construed in accordance with, the laws of the State of California.

12. **Amendments.** Neither this Guaranty nor any provision hereof may be amended, modified, waived, discharged or terminated except by an instrument in writing duly signed by or on behalf of City and Guarantor.

13. **Delay Not a Defense; Rights Cumulative.** No delay or failure by City to exercise any right or remedy against Guarantor or any other person shall be construed as a waiver thereof. All of the City's respective rights under this Guaranty are cumulative and not exclusive.

14. **Severability.** In case any right of City under this Guaranty shall be held to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other right granted hereby.

15. **Miscellaneous.** All words used in this Guaranty in the singular shall be deemed to have been used in the plural and all words used in this Guaranty in the plural shall be deemed to have been used in the singular where the context and construction so require. The word "person" as used herein shall include any individual, company, firm, association, partnership, corporation, trust or other legal entity of any kind whatsoever. The term "or" is not exclusive. The section headings in this Guaranty are for convenience of reference only and shall not limit or otherwise affect the provisions of this Guaranty.

16. **Assignment of Guaranty.** This Guaranty is assignable without notice by City, in whole or in part, to an affiliate of City or to any reorganized entity as to which an affiliate of City was changed into whether by merger, sale or other method of reorganization, where such affiliate or reorganized entity assumes the obligations that this Guaranty guarantees, and when so assigned, Guarantor shall be bound as above to such affiliate of City or to such reorganized entity as to which City or an affiliate of City was changed into whether by merger, sale or other method of reorganization. Guarantor agrees that nothing herein shall be deemed to in any manner negate or limit City's right to enforce this Guaranty in the absence of any such assignment.

ATTACHMENT E

**EXHIBIT G
CORPORATE GUARANTY**

17. **Further Assurances.** Guarantor agrees, at its expense and without expense to City, to do such further acts, to execute and deliver such additional documents as City from time to time reasonably requires to assure and confirm all the rights of City created hereby or intended now or hereafter, or to carry out the intention of or facilitate the performance of the terms of this Guaranty.

18. **Complete Agreement.** Except as provided in any other written agreement now or at any time hereafter in force between City and Guarantor, this Guaranty shall constitute the entire agreement of Guarantor with City with respect to the subject matter hereof, and no representation, understanding, promise or condition concerning the subject matter hereof shall be binding upon City unless expressed in this Guaranty.

19. **Notices.** All notices that may be required or otherwise contemplated under the terms of this Guaranty shall be in writing and shall be addressed to Guarantor and to City as set forth above. Such addresses may be changed from time to time by written notice to the other party at such address.

IN WITNESS WHEREOF, Guarantor has duly executed and delivered this Guaranty as of the date and year stated above.

GUARANTOR:

Republic Services, Inc.

☐ Chairman ☐ President ☐ Vice President

☐ Secretary ☐ Asst. Secretary
☐ Chief Finance Officer ☐ Asst. Treasurer

[Pursuant to Corporations Code Section 313, both signature lines must be executed unless the signatory holds at least one of the offices designated on each line.]

ATTACHMENT E

**EXHIBIT H:
CONTRACTOR'S FAITHFUL PERFORMANCE BOND**

ATTACHMENT E

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ATTACHMENT E

EXHIBIT H
CONTRACTOR'S FAITHFUL PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Brea ("Brea"), has awarded to Republic Waste Services of Southern California, LLC, a Delaware limited liability company doing business as Brea Disposal and located at 2242 N. Blue Gum Street, Anaheim, California 92806 ("Principal"), a Second Amended and Restated Franchise Agreement ("Agreement") for the collection, transportation, processing, recycling, composting, and disposal of solid waste, organic material, and recyclable material ("Franchise").

WHEREAS, Principal is required under the terms of the Agreement to furnish a bond for the faithful performance of the Agreement.

NOW, THEREFORE, we, the undersigned Principal, and _____

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the City in the penal sum of Eight Hundred and Twenty-Two Thousand dollars (\$822,000), in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors executors and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Franchise and any alteration thereof made as therein provided, on Principal's part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless City, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Authority in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered. Surety hereby waives any statute of limitations as it applies to an action on this bond.

Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or of the Franchise to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Franchise or to the specifications. Surety hereby waives the provisions of California Civil Code Sections 2845 and 2849. City is the principal beneficiary of this bond and has all rights of a party hereto.

IN WITNESS WHEREOF, two identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth

ATTACHMENT E

EXHIBIT H
CONTRACTOR'S FAITHFUL PERFORMANCE BOND

below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

"Principal"

"Surety"

Republic Waste Services of Southern California,
LLC

By: _____
Its

By: _____
Its

By: _____
Its

By: _____
Its

(Seal)

(Seal)

Note: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. DATE OF BOND MUST NOT BE BEFORE DATE OF CONTRACT. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in California.

ATTACHMENT E

**EXHIBIT I:
NOTARY CERTIFICATION**

ATTACHMENT E

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ATTACHMENT E

EXHIBIT J:
CONTRACTOR'S SB 1383 IMPLEMENTATION PLAN AND SCHEDULE

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ATTACHMENT E

EXHIBIT J

CONTRACTOR'S IMPLEMENTATION PLAN AND SCHEDULE

ATTACHMENT E

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ATTACHMENT E

**EXHIBIT K:
COUNTY WASTE DISPOSAL AGREEMENT**

ATTACHMENT E

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ATTACHMENT E

**EXHIBIT L:
FACILITIES LIST**

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ATTACHMENT E**EXHIBIT L:
FACILITIES LIST**

Facilities List

| Approved or Designated Facility Type | Required Facility Information |
|---|--|
| Approved Transfer Facility(ies) | <p>Facility Name: CVT Regional Material Recovery and TS</p> <ul style="list-style-type: none">• Address: 1131 N. Blue Gum St. Anaheim, CA 92806• Operator: Republic Services• SWIS Number: SWIS 30-AB-0335• Facility Type: Materials Recovery Facility and TS• Material Type(s): Source Separated Recyclable Materials, Yard Waste, Food Waste, Source Separated Organic Materials, C&D, Solid Waste <p>Facility Name: Rainbow Transfer/Recycling</p> <ul style="list-style-type: none">• Address: 17121 Nichols Lane Huntington Beach CA, 92647• Operator: Republic Services• SWIS Number: SWIS 30-AB-0099• Facility Type: Materials Recovery Facility and TS• Material Type(s): Source Separated Recyclable Materials, Yard Waste, Food Waste, Source Separated Organic Materials, C&D, Solid Waste |
| Designated Disposal Facility(ies) | <p>Facility Name: Olinda Alpha Landfill</p> <ul style="list-style-type: none">• Address: 1942 N. Valencia Avenue, Brea, CA 92823• Operator: OC Waste and Recycling• SWIS Number: SWIS 30-AB-0035• Facility Type: Landfill• Material Type(s): Solid Waste• (If Applicable) Transfer Facility: CVT Regional Material Recovery and TS or Rainbow <p>Facility Name: Frank R. Bowerman Sanitary Landfill</p> <ul style="list-style-type: none">• Address: 11002 Bee Canyon Access Road, Irvine, CA 92618• Operator: OC Waste and Recycling• SWIS Number: 30-AB-0360• Facility Type: Landfill• Material Type(s): Solid Waste• (If Applicable) Transfer Facility: CVT Regional Material Recovery and TS or Rainbow <p>Facility Name: Prima Deschecha Landfill</p> <ul style="list-style-type: none">• Address: 32250 Avenida La Pata San Juan Capistrano, CA 92675• Operator: OC Waste and Recycling |

ATTACHMENT E**EXHIBIT L:
FACILITIES LIST**

| Approved or Designated Facility Type | Required Facility Information |
|---|---|
| | <ul style="list-style-type: none">• SWIS Number: 30-AB-0019• Facility Type: Landfill• Material Type(s): Solid Waste• (If Applicable) Transfer Facility: CVT Regional Material Recovery and TS or Rainbow |
| Approved C&D Facility(ies) | <p>Facility Name: CVT Regional Material Recovery and TS</p> <ul style="list-style-type: none">• Address: 1131 N. Blue Gum St. Anaheim, CA 92806• Operator: Republic Services• SWIS Number: SWIS 30-AB-0335• Facility Type: Materials Recovery Facility and TS• Material Type(s): Source Separated Recyclable Materials, Yard Waste, Food Waste, Source Separated Organic Materials, C&D Debris, Solid Waste <p>Facility Name: Rainbow Transfer/Recycling</p> <ul style="list-style-type: none">• Address: 17121 Nichols Lane Huntington Beach CA, 92647• Operator: Republic Services• SWIS Number: SWIS 30-AB-0099• Facility Type: Materials Recovery Facility and TS• Material Type(s): Source Separated Recyclable Materials, Yard Waste, Food Waste, Source Separated Organic Materials, C&D, Solid Waste |
| Approved Organic Materials Processing Facility(ies) | <p>Facility Name: Valencia Greenery</p> <ul style="list-style-type: none">• Address: 1942 N. Valencia Avenue, Brea, CA 92823• Operator: OC Waste and Recycling• SWIS Number: 30-AB-0470• Facility Type: Greenery• Material Type(s): Yard Waste, Food Waste, Manure• (If Applicable) Transfer Facility: CVT or Rainbow <p>Facility Name: Bee Canyon Greenery</p> <ul style="list-style-type: none">• Address: 11002 Bee Canyon Access Road, Irvine, CA 92618• Operator: OC Waste and Recycling• SWIS Number: 30-AB-0470• Facility Type: Greenery• Material Type(s): Yard Waste, Food Waste, Manure• (If Applicable) Transfer Facility: CVT or Rainbow <p>Facility Name: Capistrano Greenery</p> <ul style="list-style-type: none">• Address: 32250 Avenida La Pata San Juan Capistrano, CA 92675 |

ATTACHMENT E**EXHIBIT L:
FACILITIES LIST**

| Approved or Designated Facility Type | Required Facility Information |
|--------------------------------------|---|
| | <ul style="list-style-type: none">• Operator: OC Waste and Recycling• SWIS Number: 30-AB-0468• Facility Type: Greenery• Material Type(s): Yard Waste, Food Waste, Manure• (If Applicable) Transfer Facility: CVT or Rainbow <p>Facility Name: Recology Blossom Valley Organics</p> <ul style="list-style-type: none">• Address: 6061 N Wheeler Ridge Rd. Lamont, CA 93242• Operator: Recology• SWIS Number: SWIS 15-AA-0307• Facility Type: Composting• Material Type(s): Organics• (If Applicable) Transfer Facility: CVT or Rainbow <p>Facility Name: Agromin OC</p> <ul style="list-style-type: none">• Address: 8292 Edison Ave. Ontario, CA 91762• Operator: Agromin OC• SWIS Number: 36-AA-0509• Facility Type: Green Material Composting Operation• Material Type(s): Yard Waste, Food Waste• (If Applicable) Transfer Facility: CVT or Rainbow <p>Facility Name: Circle Green Tech Park</p> <ul style="list-style-type: none">• Address: 17900 Sheep Creek Rd. El Mirage, CA 92301• SWIS Number: 36-AA-0500• Facility Type: Aerated Static Pile Compost Facility• Material Type(s): Yard Waste, Food Waste, Manure• (If Applicable) Transfer Facility: CVT or Rainbow <p>Facility Name: Republic Services Copper Mountain Landfill</p> <ul style="list-style-type: none">• Address: 34853 East County 12th Street, Wellton, AZ 85356• Operator: Republic Services• SWIS Number: None• Facility Type: Landfill• Material Type(s): Organics• (If Applicable) Transfer Facility: CVT or Rainbow <p>Facility Name: Rialto BioEnergy Facility,</p> <ul style="list-style-type: none">• Address: 503 East Santa Ana Avenue Rialto, CA 92376 |

ATTACHMENT E**EXHIBIT L:
FACILITIES LIST**

| Approved or Designated Facility Type | Required Facility Information |
|---|--|
| | <ul style="list-style-type: none">• Operator: Anaergia Services• SWIS Number: SWIS 36-AA-0446 503• Facility Type: Large Volume In-Vessel Digestion Facility• Material Type(s): Source Separated Organic Materials• (If Applicable) Transfer Facility: CVT or Rainbow |
| Approved Recyclable Materials Processing Facility | <p>Facility Name: CVT Regional Material Recovery and TS</p> <ul style="list-style-type: none">• Address: 1131 N. Blue Gum St. Anaheim, CA 92806• Operator: Republic Services• SWIS Number: SWIS 30-AB-0335• Facility Type: Materials Recovery Facility and TS• Material Type(s): Source Separated Recyclable Materials, Yard Waste, Food Waste, Source Separated Organic Materials, C&D Debris, Solid Waste <p>Facility Name: Rainbow Transfer/Recycling</p> <ul style="list-style-type: none">• Address: 17121 Nichols Lane Huntington Beach CA, 92647• Operator: Republic Services• SWIS Number: SWIS 30-AB-0099• Facility Type: Materials Recovery Facility and Transfer Station• Material Type(s): Source Separated Recyclable Materials, Yard Waste, Food Waste, Source Separated Organic Materials, C&D Debris, Solid Waste <p>Facility Name: Waste Management of Orange</p> <ul style="list-style-type: none">• Address: 2050 Glassell Street Orange, CA 92865• Operator: USA Waste of California, Inc• SWIS Number: 30-AB-0363• Facility Type: Transfer/ Processing• Material Type(s): Source Separated Recyclable Materials• (If Applicable) Transfer Facility: CVT or Rainbow |

ATTACHMENT E

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ATTACHMENT E

EXHIBIT M:
DOCUMENTATION OF RESIDENTIAL ORGANICS COST PER TON

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ATTACHMENT E

**EXHIBIT M:
DOCUMENTATION OF RESIDENTIAL ORGANICS COST PER TON**

Exhibit based on residential organic materials final negotiated cost per ton provided by Contractor.

| Approved Facility from Exhibit L | CVT Cost (Pre-processing and/or Transfer) | Transportation Cost/Ton | Tip Fee/ton | Cost/ton |
|---|--|------------------------------------|--------------------|-----------------|
| Recology | \$39.02 | \$52.06 | \$45.91 | \$136.98 |

ATTACHMENT E

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ATTACHMENT E

**EXHIBIT N:
CUSTOMER CREDIT FOR MISSED PICK-UPS DURING A WORK
STOPPAGE**

ATTACHMENT E

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**EXHIBIT N:
CUSTOMER CREDIT FOR MISSED PICK-UPS DURING A WORK
STOPPAGE**

1. City Billed Customers

- A. General. Contractor shall follow the following calculation procedures for issuing residential customers a credit on the monthly invoice to City for the number of collections missed during the work stoppage that were not recovered within five days of their scheduled service day. City retains the franchise fee; therefore, the credit for the franchise fee and City maintenance fee would need to be issued back to the customers by City on their next billing cycle by City.
- B. Contractor will calculate and process a credit on their next invoice to the City for all residential customers during the dispute period of a work stoppage as follows:
1. Credit calculation – the credit will be based on the following factors
 - (a) Customer monthly rate for collection services only
 - (b) Weeks per month
 - (c) Number of collections missed during the work stoppage
 2. Example calculation based on July 1, 2022 rate:
 - (a) Monthly rate for collection = \$15.32 (Sum of trash collection portion, yard waste collection portion, recycling portion, and fuel pricing index)
 - (b) Weeks per month = 4.33
 - (c) Number of collections missed during the work stoppage = 1 (Example purposes only)
$$\text{Credit} = [(a) \div (b)] \times (c)$$
$$\text{Credit} = [(\$15.32) \div (4.33)] \times (1)$$
$$\text{Credit} = \$3.54 \text{ per residential customer missed}$$

2. Contractor Billed Multi-Family and Commercial Customers

All multi-family and commercial customers shall be eligible to receive a credit for any missed services during a work stoppage. Contractor shall notify all multi-family and commercial customers via its website currently at "<https://www.republicservices.com/municipality/brea-ca>" that credits may be made available for agreed upon disruptions during the dispute period. Contractor will calculate and offer a credit for each customer who contacts Contractor requesting a credit on a case-by-case basis based on the level of disruption of service to each such customer, if any, during the dispute period.

ATTACHMENT E

**EXHIBIT O:
CITY NON-EXTENSION NOTICE**

ATTACHMENT E

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ATTACHMENT E



VIA CERTIFIED MAIL - RETURN RECEIPT REQUESTED

December 10, 2018

Republic Services, Inc.
1131 N. Blue Gum St.
Anaheim, California 92806
Attn: Daniel Capener, General Manager

Subject: Non-Extension Notice

Dear Mr. Capener:

As you know from attending the City Council Meeting on December 4, 2018, the Brea City Council decided to end the automatic extension of the September 3, 2002 Amended and Restated Agreement Between the City of Brea and Taormina Industries Incorporated for the Collection, Transportation, Recycling, Composting and Disposal of Solid Waste, Recyclable and Compostable Materials ("Agreement"). In accordance with the City Council's decision, this letter constitutes a formal Non-Extension Notice pursuant to Section 5.A of the Agreement. Per that provision, absent earlier termination by either party, the Agreement will expire on December 31, 2039.

Please be advised that this Non-Extension Notice does not waive the City's ability to terminate the Agreement prior to such expiration date pursuant to the provisions of the contract or state law. The City reserves all of its available termination rights, including its rights under Public Resources Code Section 49520.

Sincerely,

Bill Gallardo
City Manager
City of Brea

CC: Brea City Council
Tony Olmos, Brea Public Works Director
James Markman, Brea City Attorney
Terence Boga, Brea Deputy City Attorney

| | | | | | |
|--------------|------------------------------|--|---------------------------------------|---|--|
| City Council | Glenn Parker <i>Mayor</i> | Christine Marick <i>Mayor Pro Tem</i> | Cecilia Hupp <i>Council Member</i> | Marty Simonoff <i>Council Member</i> | Steven Vargas <i>Council Member</i> |
|--------------|------------------------------|--|---------------------------------------|---|--|

Civic & Cultural Center • 1 Civic Center Circle • Brea, California 92821-5732 • 714/990-7600 • FAX 714/990-2258 • www.cityofbrea.net



ATTACHMENT E

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Finance Committee Communication

D. Cooperative Agreement with City of Santa Ana, Placentia, Anaheim, and Orange for the Kraemer Boulevard/Glassell Street/Grand Avenue Corridor Regional Traffic Signal Synchronization Program

| Meeting | Agenda Group |
|------------------------------------|--|
| Tuesday, January 28, 2025, 8:30 AM | DISCUSSION Item: 3D. |
| TO | FROM |
| Finance Committee Members | Kristin Griffith, Interim City Manager |

RECOMMENDATION

Staff recommends that Finance Committee recommend the City Council take the following actions:

1. Approve a Cooperative Agreement with the Cities of Santa Ana, Placentia, Anaheim, and Orange for the Kraemer Boulevard Corridor Project Regional Traffic Signal Synchronization Program (RTSSP); and
2. Authorize the City Manager to execute the Cooperative Agreement and any non-monetary contract amendments and ancillary documents subsequently required to implement the Cooperative agreement.

BACKGROUND/DISCUSSION

The Orange County Transportation Authority (OCTA) issued a call for projects under the Measure M2 Comprehensive Transportation Funding Program (CTFP) for Fiscal Year (FY) 2024-25. Approximately \$32 million was available for award on a countywide, competitive basis via the Regional Capacity Program (Project O) for Arterial Capacity Enhancements (ACE), Intersection Capacity Enhancements (ICE), and the Regional Traffic Signal Synchronization Program (Project P). The CTFP is how OCTA administers competitive funding for street and road projects. The City of Santa Ana submitted a grant application to OCTA on October 26, 2023, collaborating with the Cities of Brea, Placentia, Anaheim, Orange, and Caltrans for a multi-agency traffic signal synchronization project.

The Kraemer Boulevard/Glassell Street/Grand Avenue corridor is a reinvigorated project, performed initially and funded by Measure M2 Regional Traffic Signal Synchronization Program (RTSSP) in FY 2013-2014. The Kraemer Boulevard/Glassell Street/Grand Avenue corridor extends 15.14 miles from Lambert Road in the City of Brea to Dyer Road in Santa Ana. The corridor encompasses 62 signalized intersections controlled by the Cities of Brea, Placentia, Anaheim, Orange, Santa Ana, and the California Department of Transportation (Caltrans). Caltrans is a participating agency in the project.

The signalized intersections that are part of the project within the City of Brea are the intersections of Kraemer Boulevard & Lambert Road, Kraemer Boulevard & Birch Street, Kraemer Boulevard & Orbiter Street, Kraemer Boulevard & Birch Hills Mall, Kraemer Boulevard & Imperial Highway (SR-90), and Kraemer Boulevard & Buttonwood/Saturn Street. The project improvements and upgrades include fiber optic ethernet switches, new traffic signal controllers, video detection cameras, central system server upgrades, and a new traffic signal cabinet at the intersection of Kraemer Boulevard and Birch Hills Mall.

On December 5, 2023 City Council adopted a Resolution of Support for the City of Santa Ana in pursuit of the grant application for the Fiscal Year 2024-25 Measure M2 CTFP. Following the submittal of a successful application package, OCTA awarded funding towards the total improvement cost of \$5,710,657.50 for the Kraemer Boulevard/Glassell Street/Grand Avenue Corridor RTSSP. The total estimated overall project cost for all agency improvements for implementation, operations, and maintenance phases is \$5,710,657.50 with OCTA M2 funding contributing \$4,568,526 (80% of the total overall project cost). Local matches from Santa Ana, Placentia, Anaheim, Orange, and Brea will fund the remaining \$1,142,131.50 (20% of the total overall project cost). The project cost for improvements within the City of Brea for implementation, operations, and maintenance phases is \$597,400, with OCTA M2 funding contributing \$477,920 (80% of the cost) and \$119,480 (20% of the cost) for the City of Brea required match. All funding for the required City of Brea local matching funds will come from Fund 540, Traffic Impact Fees, and this funding will be programmed as part of the future Capital Improvement Program (CIP) budget adoption process.

The Cities of Santa Ana, Placentia, Anaheim, and Orange have coordinated with City of Brea staff to develop a Cooperative Agreement (Attachment A) that identifies the responsibilities and funding for the work associated with the proposed Kraemer Boulevard/Glassell Street/Grand Avenue Corridor RTSSP. As part of this agreement, the City of Santa Ana will serve as the lead agency for the project's design, construction, and construction management, providing oversight and ensuring compliance with all funding guidelines and federal, state, and OCTA requirements. The City of Brea will be responsible for providing all required documentation and funding commitments for the project implementation within the City of Brea. City staff recommends that the City Council consider approval of the Cooperative Agreement with the City of Santa Ana, Placentia, Anaheim and Orange to allow for implementation of the Kraemer Boulevard/Glassell Street/Grand Avenue Corridor RTSSP.

SUMMARY/FISCAL IMPACT

There will be no impact to the general fund. The City of Brea's local match will come from Fund 540, Traffic Impact Fees, programmed as part of the future Capital Improvement Program (CIP) budget adoption process.

RESPECTFULLY SUBMITTED

Kristin Griffith, Interim City Manager

Prepared by: Wade Whitman, Management Analyst

Concurrence: Ryan Chapman PE, City Engineer and

Michael Ho, PE, Public Works Director

Attachments

[Attachment A - Cooperative Agreement.pdf](#)

COOPERATIVE AGREEMENT BY AND BETWEEN THE CITIES
OF SANTA ANA, BREA, PLACENTIA, ANAHEIM, AND ORANGE
FOR THE KRAEMER BOULEVARD/ GLASSELL STREET/
GRAND AVENUE CORRIDOR TRAFFIC SIGNAL
SYNCHRONIZATION PROJECT

This Cooperative Agreement ("Agreement") is made and entered into this _____ day of _____, 2025, by and between the CITY OF SANTA ANA, a charter city ("SANTA ANA"), the CITY OF BREA, a municipal corporation ("BREA"), the CITY OF PLACENTIA, a municipal corporation ("PLACENTIA"), the CITY OF ANAHEIM, a municipal corporation ("ANAHEIM"), and the CITY OF ORANGE, a municipal corporation ("ORANGE").

RECITALS:

- A. Santa Ana, with cooperation from Brea, Placentia, Anaheim, and Orange, applied for a grant from the Orange County Transportation Authority ("OCTA") as part of Renewed Measure M2 Regional Traffic Signal Synchronization Program ("RTSSP") (Project P), aimed to coordinate traffic signals across multiple jurisdictions to enhance countywide traffic flow and reduce congestion.
- B. The Kraemer Boulevard/ Glassell Street/ Grand Avenue Corridor Traffic Signal Synchronization Project was selected by OCTA as one of the RTSSP Projects to be funded in OCTA Fiscal Year 2024-2025. The project will include timing implementation and improvements at traffic signals along Kraemer Boulevard/ Glassell Street/ Grand Avenue, from Lambert Road in Brea to Dyer Road in Santa Ana, as listed in the Project Application attached hereto as Exhibit B and incorporated herein by this reference.
- C. The total budget for the project is \$5,710,657.50. 80% (\$4,568,526) is funded by the OCTA Regional Traffic Signal Synchronization Program and 20% (\$1,142,131.50) is local agencies matching funds. The breakdown is shown in Exhibit A attached hereto and incorporated herein by this reference.
- D. Santa Ana, Brea, Placentia, Anaheim, and Orange agree to provide twenty percent (20%) matching funds for the total project cost. Matching funds can be a combination of cash and in-kind match as defined by the RTSSP grant.
- E. OCTA and Santa Ana have entered into a Master Funding Agreement "Cooperative Agreement No. C-1-2783" defining the terms and conditions for approved Measure M2 projects that will be implemented by Santa Ana.
- F. Santa Ana agrees to serve as the lead agency to oversee the design and implementation of the project.
- G. Santa Ana, Brea, Placentia, Anaheim, and Orange desire to enter into this Cooperative Agreement to demonstrate their commitment to implement the project and improve inter-jurisdiction traffic signal synchronization on Kraemer Boulevard/ Glassell Street/ Grand Avenue.

- H. This cooperative agreement defines the specific terms, conditions and funding responsibilities between Santa Ana, Brea, Placentia, Anaheim, and Orange for the implementation of the project.

NOW, THEREFORE, it is mutually understood and agreed by and between SANTA ANA, BREA, PLACENTIA, ANAHEIM, and ORANGE as follows:

I. SCOPE:

This Agreement specifies the roles and responsibilities of the cities as they pertain to the subjects and projects addressed herein. The project is specifically detailed in the Project Application attached hereto as Exhibit B and incorporated herein by this reference. All of the cities agree that each will cooperate and coordinate with the other in all activities covered by this Agreement and any other supplemental agreements that may be required to facilitate purposes thereof.

II. MUTUAL RESPONSIBILITIES:

Santa Ana, Brea, Placentia, Anaheim, and Orange mutually agree to:

- a. Designate a lead staff to act as the liaison for the project. The liaison and any other project personnel, if necessary, will attend and participate in all related project meetings.
- b. Participate, cooperate and coordinate with contractors, consultants, vendors and staff in good faith using reasonable efforts to resolve any unforeseen issues and disputes arising out of the project to the extent practicable with respect to the performance of the project.
- c. Maintain project related traffic signals and telecommunications equipment with high priority during the project, and be responsible for repair of their own signal control systems in each of their respective jurisdictions.
- d. Provide on-site support for signal control systems, timing plans, detection systems and related equipment during construction, installation and integration, and be available to change or make adjustments to timing plans when necessitated by the project.
- e. Document in-kind match or dollar match funding as identified in the project application, and provide verification of such expenditures as part of any review or audit process, which may include payroll records, contracts and purchase orders.
- f. Monitor and operate the project traffic signals and improvements within its jurisdiction for a period of two (2) years following the completion of the Primary Implementation Phase of the project, as required by the program funding.
- g. Coordinate the inclusion of other improvements and in-kind services, where necessary, that the owning agency requires for the implementation of the project, but are not included in the project application. The owning agency shall be responsible for the inclusion of such elements within reason and at its own costs.
- h. Unused project funds for improvements from one City can be used by another City (with matching fund responsibility) upon mutual consent of the involved parties.

III. RESPONSIBILITIES OF SANTA ANA:

Santa Ana agrees to the following responsibilities:

- a. Santa Ana shall serve as lead agency for design, construction and construction management of the project, and shall provide oversight by establishing milestones and overseeing the project development to ensure that all standards and requirements set forth by the agreement is adhered to.
- b. Santa Ana shall be responsible for completing the project in accordance with the funding guidelines and any and all other OCTA requirements related to these funding programs. Santa Ana shall maintain coordination with all participating agencies throughout the duration of the project.
- c. Santa Ana shall provide staff, consultants, and contractors deemed necessary and appropriate to manage, administer, coordinate, and oversee timing implementation, engineering design, bid and award, and construction management of the project.
- d. Santa Ana shall enter into an agreement with a qualified consultant and contractor to assist in the completion and monitoring of the project.
- e. Santa Ana shall enter into any required Cooperative Agreement with Caltrans regarding Caltrans Improvements in cities; to comply with all the terms and conditions of said Cooperative Agreement; to pay invoices for such Caltrans Improvements as required by Caltrans; and to invoice participating agencies in a timely manner with detailed documentation of said Caltrans Improvements
- f. Santa Ana shall coordinate the work effort of this Project, provide the day to day management of the consultant and manage all consultant administration and contracting. Santa Ana shall review the consultant's invoices and pay them accordingly after ensuring that the work has been adequately performed by the consultant.
- g. Santa Ana shall provide its share of matching fund as shown in Exhibit A attached hereto and incorporated herein by this reference. The final amount may vary and will be based on the 20% of actual cost of implementing all timing, improvements and maintenance, as identified in the project application.
- h. Upon issuance of a Notice to Proceed to the Consultant, Santa Ana can issue invoices to Brea, Placentia, Anaheim, and Orange for up to 80% of the cash match amount identified in Exhibit A. The remaining cash match amount will be invoiced after completion of the Primary Implementation Phase of the project.
- i. Santa Ana shall comply with all of the terms and conditions of the Cooperative Agreement with OCTA, including the Project Reporting and Audit Requirements contained therein.

IV. RESPONSIBILITIES OF BREA,

Brea agrees to the following responsibilities:

- a. Brea shall provide its share of matching funds as shown in Exhibit A. The final amount may vary and will be based on the 20% of actual cost of implementing all timing, improvements and maintenance, as identified in the project application.
- b. Brea shall provide Construction Inspection on all improvements within its jurisdiction. No additional compensation from the project is provided for providing inspection services.
- c. Brea shall waive all costs and fees related to any and all permits, if such permits are required to perform any project related work within its jurisdiction.

V. RESPONSIBILITIES OF PLACENTIA:

Placentia agrees to the following responsibilities:

- a. Placentia shall provide its share of matching funds as shown in Exhibit A. The final amount may vary and will be based on the 20% of actual cost of implementing all timing, improvements and maintenance, as identified in the project application.
- b. Placentia shall provide Construction Inspection on all improvements within its jurisdiction. No additional compensation from the project is provided for providing inspection services.
- c. Placentia shall waive all costs and fees related to any and all permits, if such permits are required to perform any project related work within its jurisdiction.

VI. RESPONSIBILITIES OF ANAHEIM:

Anaheim agrees to the following responsibilities:

- a. Anaheim shall provide its share of matching funds as shown in Exhibit A. The final amount may vary and will be based on the 20% of actual cost of implementing all timing, improvements and maintenance, as identified in the project application.
- b. Anaheim shall provide Construction Inspection on all improvements within its jurisdiction. No additional compensation from the project is provided for providing inspection services.
- c. Anaheim shall waive all costs and fees related to any and all permits, if such permits are required to perform any project related work within its jurisdiction.

VII. RESPONSIBILITIES OF ORANGE:

Orange agrees to the following responsibilities:

- a. Orange shall provide its share of matching funds as shown in Exhibit A. The final amount may vary and will be based on the 20% of actual cost of implementing all timing, improvements and maintenance, as identified in the project application.
- b. Orange shall provide Construction Inspection on all improvements within its jurisdiction. No additional compensation from the project is provided for providing inspection services.

- c. Orange shall waive all costs and fees related to any and all permits, if such permits are required to perform any project related work within its jurisdiction.

VIII. COMPLETE AGREEMENT:

- a. This Agreement, including any attachments incorporated herein and made applicable by reference, constitutes the complete and exclusive statement of the terms and conditions of this Agreement between SANTA ANA, BREA, PLACENTIA, ANAHEIM, and ORANGE and it supersedes all prior representations, understandings and communications between the parties. The invalidity in whole or in part of any term or condition of this Agreement shall not affect the validity of other term(s) or conditions(s) of this Agreement. The above referenced Recitals are true and correct and are incorporated by reference herein.
- b. Any modification of this Agreement shall only be by amendment upon written mutual consent of all cities. All modifications, amendments, changes and revisions of this Agreement in whole or in part, and from time to time, shall be binding upon the cities so long as the same shall be in writing and executed by each agency.
- c. A party's failure to insist on any instance(s) of any other party's performance of any term(s) or condition(s) of this Agreement shall not be construed as a waiver of the non-enforcing party's right to such performance or to future performance of such term(s) or condition(s), and the nonperforming party's obligation in respect thereto shall continue in full force and effect. Changes to any portion of this Agreement shall not be binding upon either party except when specifically confirmed in writing by way of a written amendment to this Agreement between the parties and issued in accordance with the provisions of this Agreement.

IX. INSURANCE AND INDEMNIFICATION:

- a. Each city shall jointly and severally indemnify, defend and hold harmless every other city, its officers, directors, employees and agents from and against any and all claims for any loss or damages, bodily injuries, damage to, or loss of property caused by the negligent acts, omissions or willful misconduct by that city, its officers, directors, employees or agents in connection with or arising out of the performance of this Agreement.
- b. Each city shall maintain adequate levels of insurance, or self-insurance to assure full indemnification of every other city.

X. ADDITIONAL PROVISIONS:

- a. Term of Agreement: This Agreement shall commence on the date first written above and continue in full force and effect until December 31, 2030. This Agreement may be extended at the mutual consent of all parties in writing.
- b. SANTA ANA, BREA, PLACENTIA, ANAHEIM, and ORANGE hereto affirm that they are authorized to execute this Agreement on behalf of said parties and that, by so executing this agreement, the parties hereto are formally bound to the provisions of this Agreement.
- c. Severability: If any term, provision, covenant or condition of this Agreement is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term,

provision, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

- d. Counterparts of Agreement: This Agreement may be executed and delivered in any number of counterparts, each of which, when executed and delivered shall be deemed an original and all of which together shall constitute the same agreement. Facsimile and electronic signatures will be permitted.
- e. In the event that the project costs exceed the estimates submitted in the Project Application as prepared, all parties agree to meet and determine project revisions to meet the budget, or a revised funding proposal by the cities that shall be documented and submitted in writing as a revision to the Agreement.
- f. The parties shall comply with all applicable federal, state and local laws, statutes, ordinances and regulations of any governmental agency having jurisdiction over the project.
- g. Force Majeure: Any party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control, including, but not limited to: any incidence of fire, flood; acts of God; commandeering of material, products, plants or facilities by the federal, state or local government; national fuel shortage; or, a material act or omission by the other party; when satisfactory evidence of such cause is presented to the other parties, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the party not performing.
- h. Assignment: Neither this Agreement, nor any of the parties' rights, obligations, or duties hereunder may be assigned in whole or in part by any party without the prior written consent of all the other parties in their sole and absolute discretion. Any such attempt of assignment shall be deemed void and of no force and effect. Consent to one assignment shall not be deemed consent to any subsequent assignment, nor the waiver of any right to consent to such subsequent assignment.
- i. Obligations To Comply with Law: Nothing herein shall be deemed nor construed to authorize or require any party to issue bonds, notes or other evidences of indebtedness under the terms, in amounts, or for purposes other than as authorized by local, state or federal law.
- j. Governing Law: The laws of the State of California and applicable local and federal laws, regulations and guidelines shall govern this Agreement.
- k. Litigation fees: Should litigation arise out of this Agreement for the performance thereof, the court shall award costs and expenses, including attorney's fees, to the prevailing party.
- l. Notices: Any notices, requests, or demands made between the parties pursuant to this Agreement are to be directed as follows:

City of Santa Ana
Public Works Agency
20 Civic Center Plaza, M-43
Santa Ana, CA 92701

Cesar Rodriguez
Sr. Civil Engineer
(714) 647-5626
Crodriguez5@santa-ana.org

City of Brea
Public Works Department
1 Civic Center Circle
Brea, CA 92821
Ryan Chapman
City Engineer
714-990-7763
ryanch@ci.brea.ca.us

City of Placentia
Public Works Department
401 E. Chapman Ave.
Placentia, CA 92870
Kyra Tao
Transportation Manager
714-993-8121
ktao@placentia.org

City of Anaheim
Public Works Department
200 S. Anaheim Blvd, Suite 276
Anaheim, CA 92805
John Thai
Principal Traffic Engineer
714-765-5294
jthai@anaheim.net

City of Orange
Public Works Department
300 E. Chapman Avenue
Orange, CA 92866
Gabrielle Hayes
Principal Civil Engineer
714-744-5561
ghayes@cityoforange.org

XI. DELAGATED AUTHORITY:

The actions required to be taken by the cities in the implementation of this Agreement are delegated to its City Manager or equivalent designee.

[SIGNATURES ON SUBSEQUENT PAGES]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written:

CITY OF SANTA ANA:

ALVARO NUNEZ
City Manager

ATTEST:

JENNIFER L. HALL
Clerk of the Council

APPROVED AS TO FORM:

SONIA R. CARVALHO
City Attorney

By: 

JONATHAN T. MARTINEZ
Assistant City Attorney

RECOMMENDED FOR APPROVAL:

NABIL SABA
Executive Director
Public Works Agency

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written:

CITY OF BREA:

Kristin Griffith
Interim City Manager

ATTEST:

Lillian Harris-Neal
City Clerk

APPROVED AS TO FORM:

Terence Boga
City Attorney

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written:

CITY OF PLACENTIA:

Rosanna Ramirez
Acting City Administrator

ATTEST:

Robert S. McKinnell
City Clerk

APPROVED AS TO FORM:

Christian L. Bettenhausen
City Attorney

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written:

CITY OF ANAHEIM:

Jim Vanderpool
City Manager

ATTEST:

Theresa Bass
City Clerk

APPROVED AS TO FORM:

Bryn Morley
Deputy City Attorney

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written:

CITY OF ORANGE:

Thomas C. Kisela
City Manager

ATTEST:

Pamela Coleman
City Clerk

APPROVED AS TO FORM:

Mike Vigliotta
City Attorney

EXHIBIT A

KRAEMER BOULEVARD/ GLASSELL STREET/ GRAND AVENUE CORRIDOR TSSP

PROJECT FUNDS BREAKDOWN

| Agency | | Project Funds by Agency* | | M2 Grant (80%) | Local Match (20%) | | |
|--------|-----------|--------------------------|----------------|----------------|-------------------|----------------|----------|
| | | | | | Total Match** | Match Type | |
| | | | | | | Cash | In-kind |
| 1 | Brea | PI | \$580,600 | \$464,480 | \$116,120 | \$116,120 | \$0 |
| | | O&M | \$16,800 | \$13,440 | \$3,360 | \$3,360 | \$0 |
| 2 | Placentia | PI | \$928,950 | \$743,160 | \$185,790 | \$185,790 | \$0 |
| | | O&M | \$30,800 | \$24,640 | \$6,160 | \$6,160 | \$0 |
| 3 | Anaheim | PI | \$633,675 | \$506,940 | \$126,735 | \$126,735 | \$0 |
| | | O&M | \$19,600 | \$15,680 | \$3,920 | \$3,920 | \$0 |
| 4 | Orange | PI | \$1,543,450 | \$1,234,760 | \$308,690 | \$308,690 | \$0 |
| | | O&M | \$50,400 | \$40,320 | \$10,080 | \$10,080 | \$0 |
| 5 | Santa Ana | PI | \$1,844,782.50 | \$1,475,826 | \$368,956.50 | \$338,956.50 | \$30,000 |
| | | O&M | \$61,600 | \$49,280 | \$12,320 | \$12,320 | \$0 |
| Total | | | \$5,710,657.50 | \$4,568,526 | \$1,142,131.50 | \$1,112,131.50 | \$30,000 |

*: Unused project funds from one Agency can be transferred to another Agency with mutual consent.

**: Total match amount may vary; the final match amount will be based on the actual project implementation costs, to be determined at completion of the Primary Implementation Phase of the project.

EXHIBIT B

KRAEMER BOULEVARD/ GLASSELL STREET/ GRAND AVENUE CORRIDOR TSSP

PROJECT APPLICATION

FY 2024 Call for Projects

Regional Traffic Signal Synchronization Program

Project P

Supplemental Application

Kraemer Boulevard/ Glassell Street/ Grand Avenue Corridor

10/26/2023

Application Deadline

Project Overview

Length of Corridor (mi): 15.1
Number of signals: 61
Total Project Cost: \$5,710,657.50
M2 funds requested: \$4,568,526.00
Total Match: \$1,142,131.50
Cash Match: \$1,112,131.50
In-kind Match: \$30,000.00
Participating Agencies: Santa Ana
Brea
Placentia
Anaheim
Orange
Caltrans

Applicant Agency: City of

Santa Ana

Contact Name: Cesar Rodriguez

Contact Number: 714-647-54626

Contact Email: crodriguez5@santa-ana.org

**Project P Regional Traffic Signal Synchronization Program
Table of Contents**

| Project P Supplemental Application Checklist | Page |
|--|---|
| RTSSP Online Application – submitted through OCFundTracker | |
| <ul style="list-style-type: none"> a. Transportation Significance b. Economic Effectiveness c. Project Characteristics d. Project Scale e. Number of Jurisdictions f. Current Project Status g. Funding Match h. Cabinet photos, equipment specifications, as-built drawings, cabinet drawings, etc. | <p>Online</p> <p>Online only</p> |
| Section 1: Key Technical Information | |
| <ul style="list-style-type: none"> a. Name of Project Corridor/Grid/Route b. Project Limits c. Project Length d. Number of Signalized Intersections Along Corridor e. Participating Agencies/Traffic Forum Members f. Lead Agency g. Designation of the corridor to synchronize h. Project Start and End Date i. Previous funding j. Contact Information k. Signalized intersections that are part of the project l. Offset signalized intersections that are part of the project m. Project Map Depicting the Project Limits | <p>1</p> <p>1</p> <p>1</p> <p>1</p> <p>1</p> <p>1</p> <p>1</p> <p>1</p> <p>1</p> <p>2</p> <p>2</p> <p>3</p> |
| Section 2: Regional Significance | 4 |
| Section 3: Acknowledgement of Required Tasks | 5-8 |
| Section 4: Funding Needs/Costs for Proposed Project by Task | |
| <ul style="list-style-type: none"> a. Summary of Project Cost b. Summary of Cost by Agency c. Summary of Intersection Improvement Costs | <p>9</p> <p>10-11</p> <p>12-13</p> |
| Section 5: Detailed Local Match Commitment | 14 |
| Section 6: Project Schedule by Task | |
| <ul style="list-style-type: none"> a. Project Start and End Dates b. Project Schedule by Task | <p>15</p> <p>15</p> |
| Appendices | |
| <ul style="list-style-type: none"> A. Calculations and Estimated Points B. Agency Improvement Calculations C. Vehicle Miles Traveled (VMT) D. Agency Resolutions and Letters of Support E. Cabinet Photos and As-built drawings (Uploaded to OCFundTracker and included in Electronic Submittal Only) | |

SECTION 1: KEY TECHNICAL INFORMATION

Kraemer Boulevard/ Glassell Street/ Grand Avenue RTSSP

- a. Project **Corridor**
Kraemer Boulevard/ Glassell Street/ Grand Avenue Corridor
- b. Project Limits:
from **Lambert Road** to **Dyer Road**
- c. Project Length (*miles*):
15.14
- d. Number of signalized intersections along the corridor (include all Caltrans intersections):
61 number of signals on project corridor(s) **3** number of offset signals included in this project
- e. Participating agencies / Traffic Forum Members (*including applicant agency*):
- | | | | | |
|--|---|--|---|---|
| <input type="checkbox"/> Aliso Viejo | <input type="checkbox"/> Cypress | <input type="checkbox"/> La Habra | <input type="checkbox"/> Los Alamitos | <input type="checkbox"/> San Juan Capistrano |
| <input checked="" type="checkbox"/> Anaheim | <input type="checkbox"/> Dana Point | <input type="checkbox"/> La Palma | <input type="checkbox"/> Mission Viejo | <input checked="" type="checkbox"/> Santa Ana |
| <input checked="" type="checkbox"/> Brea | <input type="checkbox"/> Fountain Valley | <input type="checkbox"/> Laguna Beach | <input type="checkbox"/> Newport Beach | <input type="checkbox"/> Seal Beach |
| <input type="checkbox"/> Buena Park | <input type="checkbox"/> Fullerton | <input type="checkbox"/> Laguna Hills | <input checked="" type="checkbox"/> Orange | <input type="checkbox"/> Stanton |
| <input checked="" type="checkbox"/> Caltrans | <input type="checkbox"/> Garden Grove | <input type="checkbox"/> Laguna Niguel | <input checked="" type="checkbox"/> Placentia | <input type="checkbox"/> Tustin |
| <input type="checkbox"/> Costa Mesa | <input type="checkbox"/> Huntington Beach | <input type="checkbox"/> Laguna Woods | <input type="checkbox"/> Rancho Santa Margarita | <input type="checkbox"/> Villa Park |
| <input type="checkbox"/> County of Orange | <input type="checkbox"/> Irvine | <input type="checkbox"/> Lake Forest | <input type="checkbox"/> San Clemente | <input type="checkbox"/> Westminster |
| | | | | <input type="checkbox"/> Yorba Linda |
- f. Lead Agency
☒ **Santa Ana**
- g. Designation of the corridor to synchronize:
☒ Signal Synchronization Network Corridor / Priority Corridor ☒ Master Plan of Arterial Highways Corridor
- h. Project Start Date: **January 1, 2025** Project End Date: **December 31, 2027**
- i. Select any that apply:
☒ Re-timing at least 75% of previous project ☐ Timing at least 75% of new eligible project ☐ None
☒ All participating agencies are participating in the Countywide Baseline Project
- j. Contact Information (Include name, title, agency, phone, email, and address)

| | |
|--|---|
| Cesar Rodriguez, Senior Civil Engineer City of Santa Ana, 714-647-5626 crodriguez5@santa-ana.org 20 Civic Center Plaza Santa Ana, CA 92701 | Albert Espinoza, City Engineer City of Brea, 714-990-7657 alberte@ci.brea.ca.us 1 Civic Center Circle Brea, CA 92821 |
| Kyra Tao, Transportation Manager City of Placentia, 714-993-8121 ktao@placentia.org 401 E. Chapman Ave. Placentia, CA 92870 | John Thai, Principal Traffic Engineer City of Anaheim, 714-765-5294 jthai@anaheim.net 200 S. Anaheim Blvd, Suite 276 Anaheim, CA 92805 |
| Gabrielle Hayes, Senior Civil Engineer City of Orange, 714-744-5561 ghayes@cityoforange.org 300 E. Chapman Avenue Orange, CA 92866 | Pauline Nguyen, Branch Chief, Traffic Signals/Ramp Metering/ Census Caltrans District 12, 949-279-9168 6681 Marine Way Irvine, CA 92618 |
| | |

k. Signalized intersections that are part of the project:

| | Main Corridor | Cross Street |
|----|----------------------|-----------------------------------|
| 1 | Kraemer Boulevard | Lambert Road |
| 2 | Kraemer Boulevard | Birch Street |
| 3 | Kraemer Boulevard | Orbiter Street |
| 4 | Kraemer Boulevard | Birch Hills Mall |
| 5 | Kraemer Boulevard | Imperial Highway (SR-90) * |
| 6 | Kraemer Boulevard | Buttonwood Drive/ Saturn Street |
| 7 | Kraemer Boulevard | Golden Avenue |
| 8 | Kraemer Boulevard | Patrician Lane |
| 9 | Kraemer Boulevard | Bastanchury Road |
| 10 | Kraemer Boulevard | Yorba Linda Boulevard |
| 11 | Kraemer Boulevard | Sheffield Street/Morse Avenue |
| 12 | Kraemer Boulevard | Madison Avenue |
| 13 | Kraemer Boulevard | Alta Vista Street |
| 14 | Kraemer Boulevard | Chapman Avenue (North) |
| 15 | Kraemer Boulevard | Hawaii Way |
| 16 | Kraemer Boulevard | Crowther Avenue |
| 17 | Kraemer Boulevard | Orangethorpe Avenue |
| 18 | Kraemer Boulevard | La Jolla Street |
| 19 | Kraemer Boulevard | Miraloma Avenue |
| 20 | Kraemer Boulevard | Coronado Street |
| 21 | Kraemer Boulevard | Fire Signal |
| 22 | Kraemer Boulevard | La Palma Avenue |
| 23 | Kraemer Boulevard | SR-91 Westbound Off-Ramp * |
| 24 | Kraemer Boulevard | Frontera Street |
| 25 | Glassell Street | Riverdale Avenue |
| 26 | Glassell Street | Riverbend Parkway/Richland Avenue |
| 27 | Glassell Street | Lincoln Avenue |
| 28 | Glassell Street | Fletcher Avenue |
| 29 | Glassell Street | Meats Avenue |
| 30 | Glassell Street | Grove Avenue |
| 31 | Glassell Street | Orange Olive Road |
| 32 | Glassell Street | Taft Avenue |
| 33 | Glassell Street | Katella Avenue |
| 34 | Glassell Street | Wilson Avenue/Adams Avenue |
| 35 | Glassell Street | Collins Avenue |
| 36 | Glassell Street | Walnut Avenue |
| 37 | Glassell Street | Sycamore Avenue/University Drive |
| 38 | Glassell Street | Palm Avenue |
| 39 | Glassell Street | La Veta Avenue |

| | Main Corridor | Cross Street |
|----|----------------------|------------------------------------|
| 40 | Glassell Street | SR-22 Westbound Ramp * |
| 41 | Glassell Street | SR-22 Eastbound Ramp * |
| 42 | Grand Avenue | Fairhaven Avenue |
| 43 | Grand Avenue | Santa Clara Avenue |
| 44 | Grand Avenue | 21st Street |
| 45 | Grand Avenue | 17th Street |
| 46 | Grand Avenue | I-5 Northbound Ramp |
| 47 | Grand Avenue | Santa Ana Blvd/I-5 Southbound Ramp |
| 48 | Grand Avenue | Fruit Street |
| 49 | Grand Avenue | OC Register |
| 50 | Grand Avenue | 4th Street |
| 51 | Grand Avenue | 1st Street |
| 52 | Grand Avenue | Chestnut Avenue |
| 53 | Grand Avenue | McFadden Avenue |
| 54 | Grand Avenue | Century High School |
| 55 | Grand Avenue | Edinger Avenue |
| 56 | Grand Avenue | St Andrew Place |
| 57 | Grand Avenue | St Gertrude Place |
| 58 | Grand Avenue | Warner Avenue |
| 59 | Grand Avenue | Hotel Terrace Drive/Brookhollow Dr |
| 60 | Grand Avenue | SR-55 Southbound Off-Ramp |
| 61 | Grand Avenue | Dyer Road |

Legend

| | |
|--|------------|
| | Brea |
| | Placentia |
| | Anaheim |
| | Orange |
| | Santa Ana |
| | * Caltrans |

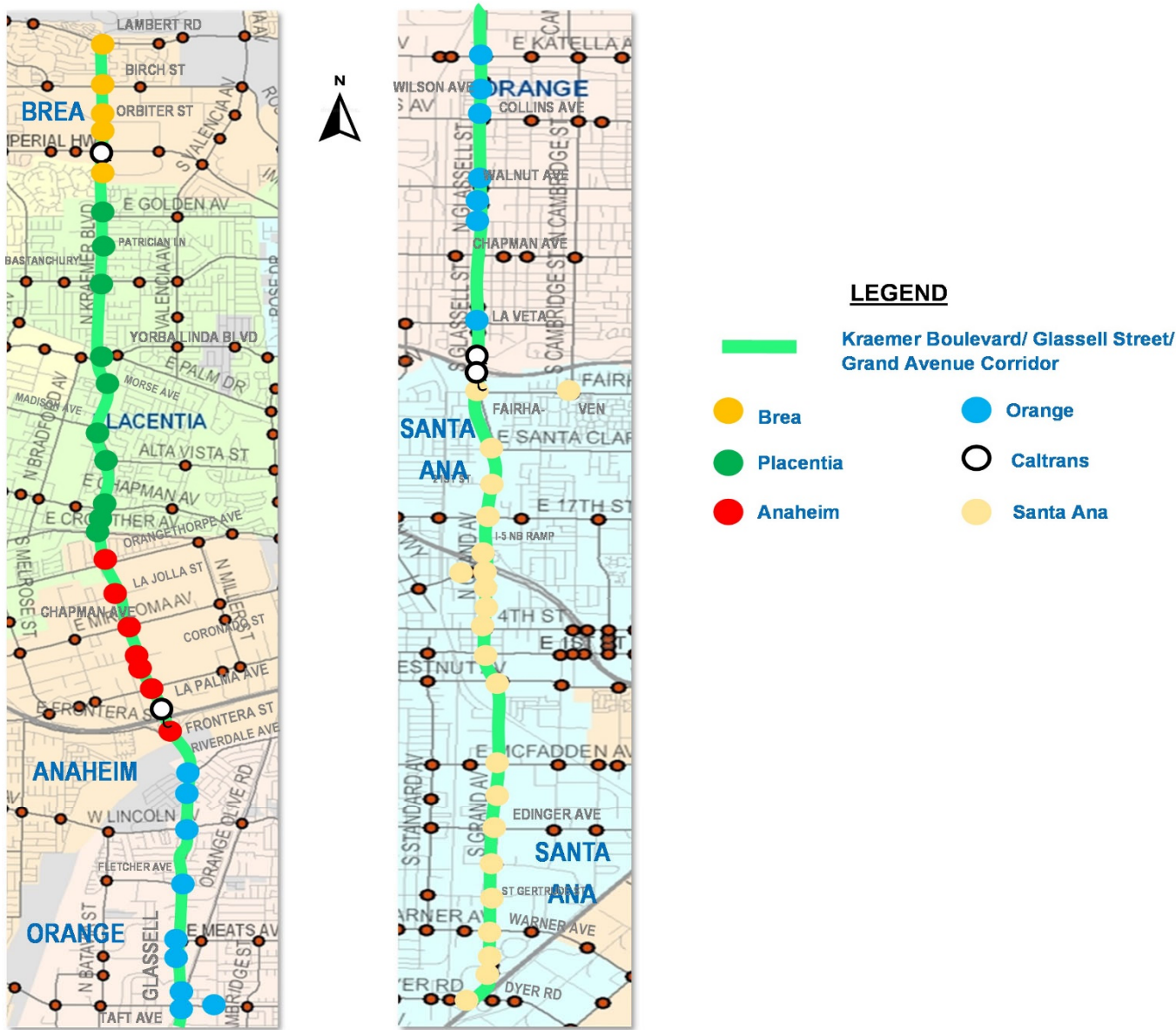
l. Offset signalized intersections that are part of the project:

| | Main Street | Cross Street |
|----|---------------------|---------------------|
| 1 | Taft Avenue | Shaffer Street |
| 2 | Fairhaven Avenue | Cambridge Street |
| 3 | Santa Ana Boulevard | I-5 SB On/Off Ramp |
| 4 | | |
| 5 | | |
| 6 | | |
| 7 | | |
| 8 | | |
| 9 | | |
| 10 | | |
| 11 | | |
| 12 | | |

13
14
15
16
17
18
19
20

| Main Street | Cross Street |
|--------------------|---------------------|
|--------------------|---------------------|

m. Project Map Depicting the Project Limits and Offset Signals



SECTION 2: REGIONAL SIGNIFICANCE

Explain why this project is regionally significant:

The Kraemer Boulevard/ Glassell Street/ Grand Avenue corridor is a reinvigorated project originally performed and funded by M2 RTSSP in FY 2013/2014. The Kraemer Boulevard/ Glassell Street/ Grand Avenue corridor extends 15.14 miles from Lambert Road in the City of Brea to Dyer Road in the City of Santa Ana. The corridor encompasses 61 signalized intersections controlled by the Cities of Brea, Placentia, Anaheim, Orange, Santa Ana and the California Department of Transportation (Caltrans). Caltrans is a participating agency in the project and the participating Cities are committed to executing a cooperative agreement with Caltrans for the implementation of optimized signal timing at the Caltrans intersections.

Kraemer Boulevard/ Glassell Street/ Grand Avenue corridor is currently classified as a Major Arterial in the Cities of Brea, Placentia, Anaheim and Santa Ana and as a Primary Arterial in the City of Orange. The corridor is also designated as part of a Priority Corridor Network by the Traffic Signal Synchronization Master Plan. The corridor carries traffic volumes ranging from 13,000 to 21,000 in Cities of Brea and Placentia; up to approximately 46,000 in City of Anaheim, down to approximately 8,000 in Old Towne Orange, to over 40,000 vehicles daily in Santa Ana.

Kraemer Boulevard/ Glassell Street/ Grand Avenue corridor stretches from the northern County limits to the center of Orange County encompassing a wide range of land uses. At the northern limit in City of Brea, the arterial primarily serves a mix of residential, retail and large commercial including Birch Hills Mall and biomedical manufacturing company Beckman Coulter. This area experiences high morning and evening peak traffic volumes that require a well-synchronized network to meet the peak demand. In City of Placentia, the corridor primarily serves residential, small retail and schools including Tri-City Park and nearby Valencia High School. This area experiences moderately high morning and evening peak traffic volumes and requires a well balanced traffic signal system that serves both daily vehicle commuters and local pedestrian and bike users. In City of Anaheim, the corridor primarily serves large industrial and commercial businesses and cuts through the Anaheim Canyon Business District. This area is being reimagined by the City of Anaheim and looks to create a business environment attractive to a wide variety of industries while encouraging sustainable development. This area sees the highest traffic volume of the corridor and is adjacent to the Caltrans SR-91 Freeway which requires a well synchronized traffic signal system that accounts for high volume of vehicle and large trucks traffic. In the City of Orange, the corridor serves a mix of residential, small business, schools and historic landmarks including Chapman University and Old Towne Orange. This area experiences lower traffic volume but requires special signal timing and active transportation elements to efficiently accommodate the mix of vehicle, pedestrians and bicycles. At the southern limit in City of Santa Ana, the corridor serves a mix of residential, schools, and large manufacturing and commercial businesses including Behr Paint Company and several Orange County government facilities. This area sees some of the highest traffic volumes and demands a well-synchronized network to meet the directional and oversaturated traffic demand.

The original signal timing and improvements on Kraemer Boulevard/ Glassell Street/ Grand Avenue corridor has decayed and needs to be revisited. Therefore, it is imperative that this very important corridor be considered for the 2024 Call for Projects from OCTA.

SECTION 3: ACKNOWLEDGEMENT OF REQUIRED TASKS**a. PROJECT TASKS**

By checking this box, the Applicant Agency, on behalf of all the participating agencies, agree to the following tasks:

Primary Implementation (PI) Phase, lasting approximately one year shall include the following:

Task 1: Project Management - PI Phase

This task is ongoing throughout the duration of the PI Phase of the project. It includes day-to-day project management, such as meetings, progress reports, tracking of schedules, tracking of cost by agency, invoicing, and overall administration of the PROJECT.

The following list is a minimum of what is required of this task:

- *A running record of project cost broken down by Participating Agency shall be part of this task. This information will be used by the Lead Agency to bill Participating Agencies for their respective project match.*
- *A running record of all scope changes and/or any deviations from the final approved application. This information will be used by the Lead Agency to request for Scope Changes at the Semi-Annual Review (SAR).*

Task 2: Data Collection and Field Review

All agencies on this application will opt out of the Data Collection portion of Task 2 due to participation in the Countywide Baseline Project. A Before/After study will be completed. However, Data Collection will be conducted at the four (4) Caltrans intersections and utilized to develop Signal Timing Optimization and Implementation. These efforts will be closely coordinated with the Countywide Baseline Project. Cities of Brea, Anaheim and Orange are committed to executing a Cooperative Agreement with Caltrans for the Data Collection efforts. Funding for Data Collection at the Caltrans intersection is included in the respective Agency Task 2.

This task shall include collecting seven-day, 24-hour machine counts, including vehicle and bike classifications, along each 1-mile segment of the corridor(s). The project shall also produce weekday and weekend peak period intersection turning movement (ITM) counts at every signalized intersection, including pedestrian and bicycle counts. ITM counts shall be conducted for two hours of each weekday peak period (AM, mid-day, and PM) and a single four-hour Saturday mid-day peak period. All counts shall be summarized in Microsoft Excel format. All data shall adhere to the CTFP Guidelines for data compatibility.

Data collection also includes field review of before and after conditions. The floating car method shall be utilized with software and GPS for the 'Before' Study to fine-tune the corridor operation and verify integrity of system intersection clocks. Synchronized Video shall be used to compare actual conditions to anticipated conditions dictated by the time-space diagram so that any anomalies may be corrected prior to the 'After' studies task.

Field review conducted as part of this task will document the existing conditions for all signal timing, infrastructure, and system improvements on the project. This includes pre-construction pictures for comparison during the post-construction walkthrough, should there be any questions or discrepancies noted by any parties. Data Collection and Field Review Memos shall be provided to all participating agencies.



Check this box to indicate all agencies on this application will opt out of the data collection portion of Task 2 due to participation in the Countywide Baseline Project. A Before/After study is still required. A memorandum shall be submitted to indicate completion of this task.

SECTION 3: ACKNOWLEDGEMENT OF REQUIRED TASKS**Task 3: System Design and Construction**

The Lead Agency will hire a consultant(s), licensed contractor(s), and/or use city staff, or extension of staff, to design, procure, install, construct, and implement all desired components of the project as described in this application in accordance with the CTFP Guidelines.

All work and equipment supplied for the project shall comply and be done in accordance with the latest standards and provisions of each Participating Agency or latest approved California Department of Transportation (Caltrans) Standard Plans and Standard Specifications.

As-built plans shall be provided to match the improvements. This task is not complete until all participating agencies approve the improvements implemented in their jurisdiction.

Task 4: Signal Timing Optimization and Implementation

All agencies on this application will opt out of the Signal Timing Optimization and Implementation portion of Task 4 due to participation in the Countywide Baseline Project. However, Signal Timing Optimization and Implementation will be conducted at the four (4) Caltrans intersections and coordinated with the Countywide Baseline Project. Cities of Brea, Anaheim and Orange are committed to executing a Cooperative Agreement with Caltrans for the Signal Timing Optimization and Implementation efforts. Funding for Signal Timing Optimization and Implementation at the Caltrans intersection is included in the respective Agency Task 4.

Synchronization will be inter-jurisdictional in nature. All existing traffic patterns, flows, and conditions will be taken into account. At a minimum, synchronized timing plans will be developed for a weekday AM, Mid-day, PM, and a Weekend peak period. Special generators such as schools and businesses along with cross street traffic will be considered as part of the project. Timing plans that will be developed will assist traffic in getting to its destination without regard to physical or jurisdictional boundaries.

The following list is a minimum of what is required of this task:

- A review of the basic timing parameters*
- Concept of Operations documenting the recommended coordination strategies (e.g. segments, cycle lengths, etc.) based on existing data collection and simulations*
- Existing and Optimized simulation networks in Synchro (version 10) that is also shared with OCTA using the OCTA designated ID numbers*
- Implementation and fine-tuning of proposed timing plans*

This task will not be complete until all participating agencies approve the new timing plans implemented.



Check this box to indicate all agencies on this application will opt out of the Signal Timing Optimization and Implementation task (Task 4) due to participation in the Countywide Baseline Project. The Final PI Report shall still include a section on timing optimization and implementation from the Baseline Project.

Task 5: Final PI Report

A Final PI Report, with an executive summary, shall provide complete documentation of the project, including, but not limited to:

- Project scope, objectives, locations, findings, and recommendations*
- Data collected: counts, travel time studies, and project benefits achieved in terms of fuel savings, travel time, and other measurable parameters*
- For each intersection: lane configurations, signal phasing, turning movement data, and cycle lengths for existing and proposed timings for all peak periods*

SECTION 3: ACKNOWLEDGEMENT OF REQUIRED TASKS

- All work performed for system construction and signal timing optimization
- Implementation schedule and improvements accomplished, including dates
- Procedures for continuing maintenance, surveillance, and evaluation of the coordinated signal system

The report shall document all planned and programmed improvements on the study corridor as well as recommendations based on PI tasks for further infrastructure improvements that would likely improve the corridor signal coordination project results. The report shall be completed in accordance with the current CTFP Guidelines.

Finally, the report shall provide recommendations with cost and benefit estimates for future improvements to traffic signal infrastructure (signal controllers, vehicle detection, communications, etc.), intersection capacity (appropriate signal phasing, lane geometrics, and alleviation of physical bottlenecks that curtail arterial capacity), and traffic management strategies. These proposed improvements should be useful in determining future enhancements to the corridor.

A Project Summary Sheet, one sheet front and back, that describes the project and improvements gained shall be provided to OCTA. This sheet will be used by OCTA and Participating Agencies to present to the Board and elected officials.

- ☒ **By checking this box, the following additional PI task(s) and/or exceptions will be made:**
 All agencies on this application will opt out of the Data Collection portion of Task 2 and Signal Timing Optimization and Implementation portion of Task 4 due to participation in the Countywide Baseline Project. However, Data Collection and Signal Timing Optimization and Implementation will be conducted at the four (4) Caltrans intersections. These efforts will be closely coordinated with the Countywide Baseline Project. Cities of Brea, Anaheim and Orange are committed to executing a Cooperative Agreement with Caltrans for the Data Collection and Signal Timing Optimization/ Implementation efforts. A Before/After study will be completed for the entire corridor including the Caltrans locations. No system construction is proposed at the Caltrans locations. Funding for Data Collection and Signal Timing Optimization/ Implementation at the Caltrans intersection is included in the respective Agency Task 2 and 4.

ONGOING OPERATIONS AND MAINTENANCE (O&M) PHASE, lasting approximately two (2) years, shall include the following:

Task 6: Project Management - O&M Phase

This task includes day-to-day project management, such as meetings, tracking of schedules, invoicing, and overall administration of the project. This task shall continue in full force as specified in the Primary Implementation Phase.

Task 7: Continuing Support

During this 24-month period, the signal timing along the corridor/route/grid shall be observed and fine-tuned. This task shall also include the monitoring, maintaining, and repair of detection and communication implemented as part of this project. Monthly drives shall be conducted along the length of the project during all designated corridor synchronization timing plan hours of operation in order to verify that the synchronization timing is working as designed and complete any necessary adjustments. This is followed by a monthly memorandum summarizing the status and trends of the corridor based on the runs conducted. Trip logs for the month shall be provided to the Participating Agencies. The memorandum shall include all additional tasks requested and completed during that month. Performance metrics comparisons from ATSPM, where available, shall also be included in the memorandum.

Task 8: Final O&M Report

SECTION 3: ACKNOWLEDGEMENT OF REQUIRED TASKS

At the end of the O&M Phase, a Final O&M Report documenting the Ongoing Operations and Maintenance efforts and procedures for continuing maintenance shall be prepared. At the minimum, the memorandum shall include when travel runs were conducted and issues and solutions throughout the phase. The memorandum shall document all planned and programmed improvements on the study corridor as well as recommendations for further infrastructure improvements that would likely improve the corridor signal coordination project results.

- ☐ **By checking this box, the following additional O&M task(s) and/or exceptions will be made:**
 <Insert Text>

b. **ENVIRONMENTAL CLEARANCE AND OTHER PERMITS**

- ☒ By checking this box, the Applicant Agency, on behalf of all the participating agencies, agree to obtain environmental clearance and other permits (if needed) for this project

c. **ACKNOWLEDGMENT OF MEETING CTFP GUIDELINES**

- ☒ By checking this box, the Applicant Agency, on behalf of all the participating agencies, certify that all current CTFP guidelines were met for this project.

SECTION 4: FUNDING NEEDS / COSTS FOR PROPOSED PROJECT BY TASK**a. Summary of Project Cost**

| Project Tasks | Total Cost |
|---|------------------------|
| Task 1: Project Management - PI Phase | \$ 140,800.00 |
| Task 2: Data Collection | \$ 70,200.00 |
| Task 3: System Design and Construction | \$ 5,236,457.50 |
| Task 4: Signal Timing Optimization and Implementation | \$ 20,000.00 |
| Task 5: Project Report | \$ 64,000.00 |
| Task 6: Project Management - O&M Phase | \$ 25,600.00 |
| Task 7: Continuing Support | \$ 134,400.00 |
| Task 8: Final Technical Memorandum | \$ 19,200.00 |
| Total Project Cost: | \$ 5,710,657.50 |

Match Commitment: 20% (minimum 20%)

Total Project Cost (PI and O&M for a total of 3 years):

| | Project Total |
|----------------------------|------------------------|
| <i>Total M2 Request:</i> | \$ 4,568,526.00 |
| <i>Total Agency Match:</i> | \$ 1,142,131.50 |
| Total Project Cost: | \$ 5,710,657.50 |

| | PI Total |
|---|------------------------|
| <i>Total M2 Request for PI Phase:</i> | \$ 4,425,166.00 |
| <i>Total Agency Match for PI Phase:</i> | \$ 1,106,291.50 |
| Total PI Cost: | \$ 5,531,457.50 |

| | O&M Total |
|--|----------------------|
| <i>Total M2 Request for O&M Phase:</i> | \$ 143,360.00 |
| <i>Total Agency Match for O&M Phase:</i> | \$ 35,840.00 |
| Total O&M Cost: | \$ 179,200.00 |

SECTION 4: FUNDING NEEDS / COSTS FOR PROPOSED PROJECT BY TASK**b. Summary of Cost by Agency****Brea**

| Brea | Agency | | Caltrans | Offset | Total | |
|---|--------------|------------|----------|------------|-------------|---------------|
| Number of Signals: | 5 | | 1 | | 6 | |
| Project Tasks (Brea) | | | | | Cost / Int | Total Cost |
| Task 1: Project Management - PI Phase | | | | | \$ 2,200.00 | \$ 13,200.00 |
| Task 2: Data Collection | | | | | \$ 1,200.00 | \$ 7,200.00 |
| Task 3: System Design and Construction | | | | | - | \$ 549,200.00 |
| Task 4: Signal Timing Optimization and Implementation | | | | | \$ 5,000.00 | \$ 5,000.00 |
| Task 5: Project Report | | | | | \$ 1,000.00 | \$ 6,000.00 |
| Task 6: Project Management - O&M Phase | | | | | \$ 400.00 | \$ 2,400.00 |
| Task 7: Continuing Support | | | | | \$ 2,100.00 | \$ 12,600.00 |
| Task 8: Final Technical Memorandum | | | | | \$ 300.00 | \$ 1,800.00 |
| | M2 Requested | | Match | | Total Cost | |
| PI | \$ | 464,480.00 | \$ | 116,120.00 | \$ | 580,600.00 |
| O&M | \$ | 13,440.00 | \$ | 3,360.00 | \$ | 16,800.00 |

Placentia

| Placentia | | Agency | Caltrans | Offset | Total | |
|---|--------------|------------|----------|------------|-------------|---------------|
| Number of Signals: | | 11 | 0 | | 11 | |
| Project Tasks (Placentia) | | | | | Cost / Int | Total Cost |
| Task 1: Project Management - PI Phase | | | | | \$ 2,200.00 | \$ 24,200.00 |
| Task 2: Data Collection | | | | | \$ 1,000.00 | \$ 11,000.00 |
| Task 3: System Design and Construction | | | | | - | \$ 882,750.00 |
| Task 4: Signal Timing Optimization and Implementation | | | | | \$ - | \$ - |
| Task 5: Project Report | | | | | \$ 1,000.00 | \$ 11,000.00 |
| Task 6: Project Management - O&M Phase | | | | | \$ 400.00 | \$ 4,400.00 |
| Task 7: Continuing Support | | | | | \$ 2,100.00 | \$ 23,100.00 |
| Task 8: Final Technical Memorandum | | | | | \$ 300.00 | \$ 3,300.00 |
| | M2 Requested | | Match | | Total Cost | |
| PI | \$ | 743,160.00 | \$ | 185,790.00 | \$ | 928,950.00 |
| O&M | \$ | 24,640.00 | \$ | 6,160.00 | \$ | 30,800.00 |

Anaheim

| Anaheim | | Agency | Caltrans | Offset | Total | |
|---|--------------|------------|----------|------------|-------------|---------------|
| Number of Signals: | | 6 | 1 | | 7 | |
| Project Tasks (Anaheim) | | | | | Cost / Int | Total Cost |
| Task 1: Project Management - PI Phase | | | | | \$ 2,200.00 | \$ 15,400.00 |
| Task 2: Data Collection | | | | | \$ 1,200.00 | \$ 8,400.00 |
| Task 3: System Design and Construction | | | | | - | \$ 597,875.00 |
| Task 4: Signal Timing Optimization and Implementation | | | | | \$ 5,000.00 | \$ 5,000.00 |
| Task 5: Project Report | | | | | \$ 1,000.00 | \$ 7,000.00 |
| Task 6: Project Management - O&M Phase | | | | | \$ 400.00 | \$ 2,800.00 |
| Task 7: Continuing Support | | | | | \$ 2,100.00 | \$ 14,700.00 |
| Task 8: Final Technical Memorandum | | | | | \$ 300.00 | \$ 2,100.00 |
| | M2 Requested | | Match | | Total Cost | |
| PI | \$ | 506,940.00 | \$ | 126,735.00 | \$ | 633,675.00 |
| O&M | \$ | 15,680.00 | \$ | 3,920.00 | \$ | 19,600.00 |

SECTION 4: FUNDING NEEDS / COSTS FOR PROPOSED PROJECT BY TASK**Orange**

| | | | | |
|--------------------|--------|----------|--------|-------|
| | Agency | Caltrans | Offset | Total |
| Number of Signals: | 15 | 2 | 1 | 18 |

| Project Tasks (Orange) | | Cost / Int | Total Cost |
|---|------------------------|----------------------|------------------------|
| Task 1: Project Management - PI Phase | | \$ 2,200.00 | \$ 39,600.00 |
| Task 2: Data Collection | | \$ 1,200.00 | \$ 21,600.00 |
| Task 3: System Design and Construction | | - | \$ 1,454,250.00 |
| Task 4: Signal Timing Optimization and Implementation | | \$ 5,000.00 | \$ 10,000.00 |
| Task 5: Project Report | | \$ 1,000.00 | \$ 18,000.00 |
| Task 6: Project Management - O&M Phase | | \$ 400.00 | \$ 7,200.00 |
| Task 7: Continuing Support | | \$ 2,100.00 | \$ 37,800.00 |
| Task 8: Final Technical Memorandum | | \$ 300.00 | \$ 5,400.00 |
| | M2 Requested | Match | Total Cost |
| PI | \$ 1,234,760.00 | \$ 308,690.00 | \$ 1,543,450.00 |
| O&M | \$ 40,320.00 | \$ 10,080.00 | \$ 50,400.00 |

Santa Ana

| | | | | |
|--------------------|--------|----------|--------|-------|
| | Agency | Caltrans | Offset | Total |
| Number of Signals: | 20 | | 2 | 22 |

| Project Tasks (Santa Ana) | | Cost / Int | Total Cost |
|---|------------------------|----------------------|------------------------|
| Task 1: Project Management - PI Phase | | \$ 2,200.00 | \$ 48,400.00 |
| Task 2: Data Collection | | \$ 1,000.00 | \$ 22,000.00 |
| Task 3: System Design and Construction | | - | \$ 1,752,382.50 |
| Task 4: Signal Timing Optimization and Implementation | | \$ - | \$ - |
| Task 5: Project Report | | \$ 1,000.00 | \$ 22,000.00 |
| Task 6: Project Management - O&M Phase | | \$ 400.00 | \$ 8,800.00 |
| Task 7: Continuing Support | | \$ 2,100.00 | \$ 46,200.00 |
| Task 8: Final Technical Memorandum | | \$ 300.00 | \$ 6,600.00 |
| | M2 Requested | Match | Total Cost |
| PI | \$ 1,475,826.00 | \$ 368,956.50 | \$ 1,844,782.50 |
| O&M | \$ 49,280.00 | \$ 12,320.00 | \$ 61,600.00 |

SECTION 4: FUNDING NEEDS / COSTS FOR PROPOSED PROJECT BY TASK**c. Summary of Intersection Improvement Costs**

| LOC. | AGENCY | PROJECT CROSS STREETS | TASK 3 IMPROVEMENT TOTALS | | | |
|------|-----------|------------------------------------|---------------------------|---------------|---------------|---------------|
| | | | Design | Construction | TOTAL | Average Score |
| 1 | Brea | Lambert Road | \$ 7,000.00 | \$ 89,250.00 | \$ 96,250.00 | 31.3 |
| 2 | Brea | Birch Street | \$ 7,000.00 | \$ 89,250.00 | \$ 96,250.00 | 31.3 |
| 3 | Brea | Orbiter Street | \$ 6,000.00 | \$ 76,500.00 | \$ 82,500.00 | 31.7 |
| 4 | Brea | Birch Hills Mall | \$ 10,000.00 | \$ 127,500.00 | \$ 137,500.00 | 31.3 |
| 5 | Brea | Imperial Highway (SR-90) * | \$ - | \$ 2,500.00 | \$ 2,500.00 | 50.0 |
| 6 | Brea | Buttonwood Drive/ Saturn Street | \$ 7,000.00 | \$ 89,250.00 | \$ 96,250.00 | 31.3 |
| 7 | Placentia | Golden Avenue | \$ 6,200.00 | \$ 79,050.00 | \$ 85,250.00 | 27.5 |
| 8 | Placentia | Patrician Lane | \$ 7,200.00 | \$ 91,800.00 | \$ 99,000.00 | 31.3 |
| 9 | Placentia | Bastanchury Road | \$ 9,400.00 | \$ 119,850.00 | \$ 129,250.00 | 35.0 |
| 10 | Placentia | Yorba Linda Boulevard | \$ 2,800.00 | \$ 35,700.00 | \$ 38,500.00 | 32.5 |
| 11 | Placentia | Sheffield Street/Morse Avenue | \$ 1,000.00 | \$ 12,750.00 | \$ 13,750.00 | 15.0 |
| 12 | Placentia | Madison Avenue | \$ 2,000.00 | \$ 25,500.00 | \$ 27,500.00 | 22.5 |
| 13 | Placentia | Alta Vista Street | \$ 11,400.00 | \$ 145,350.00 | \$ 156,750.00 | 32.0 |
| 14 | Placentia | Chapman Avenue (North) | \$ 6,800.00 | \$ 86,700.00 | \$ 93,500.00 | 31.3 |
| 15 | Placentia | Hawaii Way | \$ 1,000.00 | \$ 12,750.00 | \$ 13,750.00 | 15.0 |
| 16 | Placentia | Crowther Avenue | \$ 1,000.00 | \$ 12,750.00 | \$ 13,750.00 | 15.0 |
| 17 | Placentia | Orangethorpe Avenue | \$ 6,200.00 | \$ 79,050.00 | \$ 85,250.00 | 26.7 |
| 18 | Anaheim | La Jolla Street | \$ 6,850.00 | \$ 87,337.50 | \$ 94,187.50 | 31.0 |
| 19 | Anaheim | Miraloma Avenue | \$ 7,850.00 | \$ 100,087.50 | \$ 107,937.50 | 32.5 |
| 20 | Anaheim | Coronado Street | \$ 5,850.00 | \$ 74,587.50 | \$ 80,437.50 | 31.3 |
| 21 | Anaheim | Fire Signal | \$ 1,550.00 | \$ 19,762.50 | \$ 21,312.50 | 45.0 |
| 22 | Anaheim | La Palma Avenue | \$ 6,450.00 | \$ 82,237.50 | \$ 88,687.50 | 33.0 |
| 23 | Anaheim | SR-91 Westbound Off-Ramp * | \$ - | \$ 2,500.00 | \$ 2,500.00 | 50.0 |
| 24 | Anaheim | Frontera Street | \$ 7,850.00 | \$ 100,087.50 | \$ 107,937.50 | 32.5 |
| 25 | Orange | Riverdale Avenue | \$ 5,300.00 | \$ 67,575.00 | \$ 72,875.00 | 27.0 |
| 26 | Orange | Riverbend Parkway/Richland Avenue | \$ 5,300.00 | \$ 67,575.00 | \$ 72,875.00 | 27.0 |
| 27 | Orange | Lincoln Avenue | \$ 6,600.00 | \$ 84,150.00 | \$ 90,750.00 | 36.7 |
| 28 | Orange | Fletcher Avenue | \$ 6,600.00 | \$ 84,150.00 | \$ 90,750.00 | 36.7 |
| 29 | Orange | Meats Avenue | \$ 11,600.00 | \$ 147,900.00 | \$ 159,500.00 | 31.7 |
| 30 | Orange | Grove Avenue | \$ 13,500.00 | \$ 172,125.00 | \$ 185,625.00 | 31.7 |
| 31 | Orange | Orange Olive Road | \$ - | \$ - | \$ - | |
| 32 | Orange | Taft Avenue | \$ 2,600.00 | \$ 33,150.00 | \$ 35,750.00 | 40.0 |
| 33 | Orange | Katella Avenue | \$ 1,900.00 | \$ 24,225.00 | \$ 26,125.00 | 30.0 |
| 34 | Orange | Wilson Avenue/Adams Avenue | \$ 2,600.00 | \$ 33,150.00 | \$ 35,750.00 | 40.0 |
| 35 | Orange | Collins Avenue | \$ 2,600.00 | \$ 33,150.00 | \$ 35,750.00 | 40.0 |
| 36 | Orange | Walnut Avenue | \$ 6,600.00 | \$ 84,150.00 | \$ 90,750.00 | 36.7 |
| 37 | Orange | Sycamore Avenue/University Drive | \$ 6,600.00 | \$ 84,150.00 | \$ 90,750.00 | 36.7 |
| 38 | Orange | Palm Avenue | \$ 6,600.00 | \$ 84,150.00 | \$ 90,750.00 | 40.0 |
| 39 | Orange | La Veta Avenue | \$ 7,700.00 | \$ 98,175.00 | \$ 105,875.00 | 35.0 |
| 40 | Orange | SR-22 Westbound Ramp * | \$ - | \$ 2,500.00 | \$ 2,500.00 | 50.0 |
| 41 | Orange | SR-22 Eastbound Ramp * | \$ - | \$ 2,500.00 | \$ 2,500.00 | 50.0 |
| 42 | Santa Ana | Fairhaven Avenue | \$ 16,200.00 | \$ 208,447.50 | \$ 224,647.50 | 32.9 |
| 43 | Santa Ana | Santa Clara Avenue | \$ 2,700.00 | \$ 36,322.50 | \$ 39,022.50 | 35.0 |
| 44 | Santa Ana | 21st Street | \$ 8,900.00 | \$ 115,372.50 | \$ 124,272.50 | 37.0 |
| 45 | Santa Ana | 17th Street | \$ 8,900.00 | \$ 115,372.50 | \$ 124,272.50 | 37.0 |
| 46 | Santa Ana | I-5 Northbound Ramp | \$ 2,700.00 | \$ 36,322.50 | \$ 39,022.50 | 35.0 |
| 47 | Santa Ana | Santa Ana Blvd/I-5 Southbound Ramp | \$ 4,000.00 | \$ 52,897.50 | \$ 56,897.50 | 33.8 |
| 48 | Santa Ana | Fruit Street | \$ 8,700.00 | \$ 112,822.50 | \$ 121,522.50 | 30.0 |
| 49 | Santa Ana | OC Register | \$ 2,100.00 | \$ 28,672.50 | \$ 30,772.50 | 40.0 |
| 50 | Santa Ana | 4th Street | \$ 7,800.00 | \$ 101,347.50 | \$ 109,147.50 | 40.0 |

SECTION 4: FUNDING NEEDS / COSTS FOR PROPOSED PROJECT BY TASK**c. Summary of Intersection Improvement Costs**

| LOC. | AGENCY | PROJECT CROSS STREETS | TASK 3 IMPROVEMENT TOTALS | | | |
|-----------------------------------|-----------|-------------------------------------|---------------------------|---------------|------------------------|---------------|
| | | | Design | Construction | TOTAL | Average Score |
| 51 | Santa Ana | 1st Street | \$ 8,100.00 | \$ 103,275.00 | \$ 111,375.00 | 31.7 |
| 52 | Santa Ana | Chestnut Avenue | \$ 1,900.00 | \$ 26,122.50 | \$ 28,022.50 | 27.5 |
| 53 | Santa Ana | McFadden Avenue | \$ 14,900.00 | \$ 191,872.50 | \$ 206,772.50 | 33.3 |
| 54 | Santa Ana | Century High School | \$ 3,900.00 | \$ 51,622.50 | \$ 55,522.50 | 38.8 |
| 55 | Santa Ana | Edinger Avenue | \$ 2,700.00 | \$ 34,425.00 | \$ 37,125.00 | 22.5 |
| 56 | Santa Ana | St Andrew Place | \$ 3,500.00 | \$ 46,522.50 | \$ 50,022.50 | 33.8 |
| 57 | Santa Ana | St Gertrude Place | \$ 2,700.00 | \$ 36,322.50 | \$ 39,022.50 | 35.0 |
| 58 | Santa Ana | Warner Avenue | \$ 8,700.00 | \$ 110,925.00 | \$ 119,625.00 | 20.0 |
| 59 | Santa Ana | Hotel Terrace Drive/Brookhollow Dr | \$ 2,700.00 | \$ 36,322.50 | \$ 39,022.50 | 35.0 |
| 60 | Santa Ana | SR-55 Southbound Off-Ramp | \$ 2,700.00 | \$ 36,322.50 | \$ 39,022.50 | 35.0 |
| 61 | Santa Ana | Dyer Road | \$ 1,900.00 | \$ 26,122.50 | \$ 28,022.50 | 27.5 |
| - | - | - | \$ - | \$ - | \$ - | |
| 1 | Orange | Taft Avenue & Shaffer Street | \$ 12,800.00 | \$ 163,200.00 | \$ 176,000.00 | 22.5 |
| 2 | Santa Ana | Fairhaven Avenue & Cambridge Street | \$ 2,100.00 | \$ 26,775.00 | \$ 28,875.00 | 40.0 |
| 3 | Santa Ana | Santa Ana Boulevard & I-5 SB Ramp | \$ 2,700.00 | \$ 34,425.00 | \$ 37,125.00 | 32.5 |
| - | Santa Ana | TMC Improvements | \$ - | \$ 63,250.00 | \$ 63,250.00 | 40.0 |
| - | Placentia | TMC Improvements | \$ - | \$ 126,500.00 | \$ 126,500.00 | 40.0 |
| - | Orange | TMC Improvements | \$ 1,900.00 | \$ 87,475.00 | \$ 89,375.00 | 35.0 |
| - | Anaheim | TMC Improvements | \$ - | \$ 94,875.00 | \$ 94,875.00 | 40.0 |
| - | Brea | TMC Improvements | \$ - | \$ 37,950.00 | \$ 37,950.00 | 40.0 |
| SIGNAL IMPROVEMENT TOTAL = | | | | | \$ 5,236,457.50 | 33.6 |

SECTION 5: DETAILED LOCAL MATCH COMMITMENT

PART 1: AGENCY TOTAL MATCH SUMMARY

| Agency | CASH | | IN-KIND | | TOTAL MATCH | |
|-------------|----------------|-------------|-------------|--------|----------------|-------------|
| | PI | OMM | PI | OMM | PI | OMM |
| Brea | \$116,120.00 | \$3,360.00 | \$0.00 | \$0.00 | \$116,120.00 | \$3,360.00 |
| | \$119,480.00 | | \$0.00 | | \$119,480.00 | |
| Placentia | \$185,790.00 | \$6,160.00 | \$0.00 | \$0.00 | \$185,790.00 | \$6,160.00 |
| | \$191,950.00 | | \$0.00 | | \$191,950.00 | |
| Anaheim | \$126,735.00 | \$3,920.00 | \$0.00 | \$0.00 | \$126,735.00 | \$3,920.00 |
| | \$130,655.00 | | \$0.00 | | \$130,655.00 | |
| Orange | \$308,690.00 | \$10,080.00 | \$0.00 | \$0.00 | \$308,690.00 | \$10,080.00 |
| | \$318,770.00 | | \$0.00 | | \$318,770.00 | |
| Santa Ana | \$338,956.50 | \$12,320.00 | \$30,000.00 | \$0.00 | \$368,956.50 | \$12,320.00 |
| | \$351,276.50 | | \$30,000.00 | | \$381,276.50 | |
| TOTAL MATCH | \$1,076,291.50 | \$35,840.00 | \$30,000.00 | \$0.00 | \$1,106,291.50 | \$35,840.00 |
| | \$1,112,131.50 | | \$30,000.00 | | \$1,142,131.50 | |

PART 2: MATCH BREAKDOWN (CASH vs IN-KIND SERVICES)**A. Cash Match**

| Agency | Funding Source | Amount of Cash Contribution |
|--------------------------|-----------------------|-----------------------------|
| Brea | Gas Tax/ M2 Fairshare | \$119,480.00 |
| Placentia | Gas Tax/ AB2766 | \$191,950.00 |
| Anaheim | Gas Tax/ M2 Fairshare | \$130,655.00 |
| Orange | Gas Tax/ M2 Fairshare | \$318,770.00 |
| Santa Ana | M2 Fairshare | \$351,276.50 |
| TOTAL CASH MATCH: | | \$1,112,131.50 |

B. In-Kind Services*i. Specific Improvements (List items and Cost):*

| Agency | Description | Expenditure |
|---|-------------|-------------|
| Select a City | | |
| Total Specific Improvements (i): | | \$0.00 |

ii. Staffing Commitment:

| Agency | Staff Position | Type of Service to Project | No. of Hours | Fully Burdened Hourly Rate | Total* |
|--|--------------------------------------|---|--------------|----------------------------|-------------|
| Santa Ana | Sr. Civil Engineer | Project Oversight, Construction Engineering | 60 | \$170.00 | \$10,200.00 |
| | Assistant Signal Operations Engineer | Equipment configuration, installation and integration/ Construction Engineering | 120 | \$140.00 | \$16,800.00 |
| | Assistant Engineer | Equipment configuration, installation and integration/ Construction Engineering | 30 | \$100.00 | \$3,000.00 |
| | | | | | \$0.00 |
| <i>Total for City of Santa Ana:</i> | | | | | \$30,000.00 |
| Total Staffing Commitment (ii): | | | | | \$30,000.00 |

| | | | | | |
|---------------------------------------|--|--|--|--|-------------|
| TOTAL IN-KIND MATCH* (i + ii): | | | | | \$30,000.00 |
|---------------------------------------|--|--|--|--|-------------|

*Total amount is the required participation by the identified agency. The number of hours and hourly rate will be based on each agency's actual fully burdened billing rates, which must collectively equal the same value of the assigned "Total" dollars. Each agency will be responsible for keeping detailed records of hours worked and description of work. An accounting record of personnel, hours at fully burdened rate shall be included with the in-kind report submittals. Records will be subject to auditing. In-kind match can be converted to Cash Match, but Cash Match cannot be converted to in-kind match.

SECTION 6: PROJECT SCHEDULE BY TASK

- a. Projected Start and End Dates:

Project start date: January 1, 2025Project end date: December 31, 2027

- b. Projected Schedule by Task

| Task | Starting Date | Ending Date |
|---|-----------------|-------------------|
| Task 1: Project Management - PI Phase | January 1, 2025 | December 31, 2025 |
| Task 2: Data Collection | January 1, 2025 | April 30, 2025 |
| Task 3: System Design and Construction | January 1, 2025 | December 31, 2025 |
| Task 4: Signal Timing Optimization and Implementation | January 1, 2025 | December 31, 2025 |
| Task 5: Project Report | October 1, 2025 | December 31, 2025 |
| Task 6: Project Management - O&M Phase | January 1, 2026 | December 31, 2027 |
| Task 7: Continuing Support | January 1, 2026 | December 31, 2027 |
| Task 8: Final Technical Memorandum | October 1, 2027 | December 31, 2027 |

- ☐ By checking this box, the Applicant Agency, on behalf of all the participating agencies, agree to implement this project within 12 months. ***(This means the project will be ineligible for delays and timely use funds extensions. This is not applicable to projects requesting OCTA to lead and Baseline Project participants.)***

Appendix A

CALCULATIONS AND ESTIMATED POINTS

APPENDIX A: CALCULATIONS AND ESTIMATED POINTS

| Criteria (Max Points) | Estimated Points |
|---|------------------|
| <p>1. Transportation Significance (25 points)</p> <p><u>Yes</u> All agencies are participating in the Countywide Baseline Project</p> <p>Inclusion of offset signals w/in 2,700'</p> <p><u># of offset signals on project / total # of offset signals:</u> <u>3</u> / <u>115</u> = <u>100.0%</u></p> <p style="text-align: right;">= 10</p> <p><u>Vehicle Miles Traveled (VMT):</u> <u>367,503</u> = 15</p> | 25 |
| <p>2. Economic Effectiveness (Cost to Benefit Ratio): (10 points)</p> <p>Calculation for Total Project Cost / VMT = <u>\$5,710,658</u> / <u>367,503</u> = <u>15.54</u></p> | 5 |
| <p>3. Project Characteristics: (20 points)</p> <p><u>Average project improvement score</u> = <u>33.6</u></p> | 10 |
| <p>4. Project Scale: (20 points)</p> <p><u># of signals along entire length of corridor:</u> <u>61</u> = 10</p> <p><u># of signals being synched / total # of corridor signals:</u> <u>61</u> / <u>61</u> = <u>100.0%</u></p> <p style="text-align: right;">= 10</p> | 20 |
| <p>5. Number of Jurisdictions: (10 points)</p> <p><u>6</u> Participating Jurisdiction(s)</p> | 10 |
| <p>6. Current Project Status (10 points)</p> <p><u>Yes</u> Retiming 75% of previous project = 5</p> <p><u>Not</u> Timing 75% of new eligible project = 0</p> <p><u>Not</u> Implementing within 12 months = 0</p> | 5 |
| <p>7. Funding Match: (5 points)</p> <p style="text-align: right;"><u>\$1,142,131.50</u> / <u>\$5,710,657.50</u> = <u>20.00%</u></p> | 0 |
| Total Estimated Points: | 75 |

Appendix B

AGENCY IMPROVEMENT CALCULATIONS

TABLE I: AGENCY IMPROVEMENT PREFERENCES

☐ Yes ☒ No

| CATEGORIES | ID | ITEM DESCRIPTION | UNIT PRICE (MATERIAL + LABOR) | | | | | APPLICABLE DESIGN COST PER UNIT | | | | | VENDOR/BRAND & ADDITIONAL NOTES | | | | |
|-------------------------|----|--|-------------------------------|-----------|----------|----------|-----------|---------------------------------|-----------|---------|---------|-----------|---|--|---|---|---|
| | | | Brea | Placentia | Anaheim | Orange | Santa Ana | Brea | Placentia | Anaheim | Orange | Santa Ana | Brea | Placentia | Anaheim | Orange | Santa Ana |
| Comm | 1 | Above ground (e.g. wireless, cellular, etc.) | | | | \$19,000 | \$13,000 | | | | \$1,900 | \$1,300 | | | | Encom Radio, Fiber Switch & power supply, SFPs | Encom Wireless Radio and Etherwan Ethernet Switch w/ SFPs |
| | 2 | Fiber Optic underground | \$10,000 | \$10,000 | \$5,000 | \$90,000 | \$19,000 | \$1,000 | \$1,000 | \$500 | \$9,000 | \$1,900 | Fiber Optic Ethernet Switch w/ SFPs and Power Supply, Layer 3 HUB Switch w/ SFPs and Power Supply | Reterminate Fiber Optic Cable, Fiber Optic Ethernet Switch w/ SFPs and Power Supply, Layer 3 HUB Switch w/ SFPs and Power Supply | Ethernet Switch | 120 SMFO, conduit, Fiber Drop Cable, Splice enclosure, FPP/FDU, Fiber Switch, SFPs, Fiber Switch & power supply | 120 SMFO Fiber Optic Cable In Existing Conduit, Fiber Splicing (FDU and Splice Enclosure), Etherwan Switch w/ SFPs, Drop Cable, No 6E Pullbox |
| | 3 | All other (e.g. copper, aerial fiber, GPS, etc.) | | | | \$8,000 | | | | | \$800 | | | | | Fiber Switch & power supply, SFPs, Fiber Patch Panel | |
| Field Elements | 4 | ATC signal controller | \$10,000 | \$8,000 | \$5,500 | \$7,000 | \$8,000 | \$1,000 | \$800 | \$550 | \$700 | \$800 | Qubic Commander w/ Scout Software | Econolite Cobalt w/ EOS Software | Econolite 2070 TS2 Type 1 w/ 1C board w/ EOS software | Econolite Cobalt w/ ASC3 Software | Econolite Cobalt w/ EOS Software |
| | 5 | Signal cabinet on existing foundation | \$40,000 | \$24,000 | \$24,000 | \$38,000 | | \$4,000 | \$2,400 | \$2,400 | \$3,800 | | Type P44 Cubic Trafficware Cabinet | Western Systems Type P+ | Western Systems Type P+ | Modify/extend existing foundation or use existing foundation as is, Econolite TS Type II P Cabinet | |
| | 6 | Signal cabinet on new foundation | | \$44,000 | | | \$60,000 | | \$4,400 | | | \$6,000 | | Western Systems Type P+ w/ Service and SCE Design Fee | | | Econolite ATCC w/ Service and SCE Design Fee |
| | 7 | BBS/USP (attached) | | | | | | | | | | | | | | | |
| | 8 | BBS/UPS on existing foundation | | \$11,000 | | | | | \$1,100 | | | | | | Myers / Clary | | |
| | 9 | BBS/UPS on new foundation | | | | | | | | | | | | | Myers / Clary | | |
| | 10 | CCTV | \$10,000 | \$10,000 | \$10,000 | \$11,000 | \$8,000 | \$1,000 | \$1,000 | \$1,000 | \$1,100 | \$800 | Axis Q6000 + PTZ Camera | Bosch / COHU | Axis | Cohu Rise | Axis |
| | 11 | Vehicle detection (ATSPM inputs + counts) | | | | | | | | | | | | | | | |
| | 12 | Vehicle detection (ATSPM inputs) | | | | | | | | | | | | | | | |
| | 13 | Vehicle detection + bicycle detection | \$40,000 | \$40,000 | \$24,000 | | \$50,000 | \$4,000 | \$4,000 | \$2,400 | | \$5,000 | Iteris Next | Iteris Next | Econolite | | Econolite Vision or Iteris Apex |
| | 14 | Vehicle detection | | | | \$40,000 | | | | | \$4,000 | | | Iteris Next | | Gridsmart w/ mounting brackets | |
| | 15 | Bicycle detection | | | | | | | | | | | | | | | |
| | 16 | Pedestrian detection (audible) | | \$12,000 | | \$23,000 | \$12,000 | | \$1,200 | | \$2,300 | \$1,200 | | Polara (iN2S APS System) | | Campbell APS | Polara (iN2S APS System) |
| | 17 | Pedestrian detection | | | | | | | | | | | | | | | |
| | 18 | Active transportation/pedestrian safety | | | | | | | | | | | | | | | |
| | 19 | Transit Signal Priority | | | | | | | | | | | | | | | |
| | 20 | EVP (hybrid or GPS) | \$15,000 | | \$12,000 | | | \$1,500 | | \$1,200 | | | GTT Opticam GPS System | | GPS EVP | | |
| | 21 | EVP (infrared) | | | | | | | | | | | | | | | |
| | 22 | Speed feedback signs (existing post) | | | | | | | | | | | | | | | |
| | 23 | Speed feedback signs (new post) | | | | | | | | | | | | | | | |
| | 24 | Signal Performance Monitoring | | | \$10,000 | | \$1,500 | | | \$1,000 | | | | | Software, Licensing and Server | | Centracs SPM |
| Minor Signal Op Improve | 25 | Channelization | | | | | | | | | | | | | | | |
| | 26 | Signal phasing improvement | | | | | | | | | | | | | | | |
| TMC/TOC | 27 | Central System (server, licenses, workstations) | \$30,000 | \$100,000 | \$75,000 | \$50,000 | \$50,000 | | | | | | Synchro Green Central System Licenses, Etherwan Layer 3 Switch w/ SFPs and Power Supply, Dell Workstation | Etherwan Layer 3 w/ SFPs and Power Supply, Digital Watchdog VMS Server/ Licensing, Dell Server (Video/ Traff Mgt), Dell Workstations, Synchro License, IP Schematic, Server Rack | Econolite Centracs Software and Server | Workstations (w/ monitors), Touchpanel, TMC Console; Switches | Dell Server, Milestone VMS Licenses, Dell Workstations |
| | 28 | Display (video wall, VMS, etc.) | | | | | | | | | | | | | | | |
| | 29 | UPS for TMC | | \$10,000 | | | | | \$1,000 | | | | | | | Rack Mount UPS | |
| Signal Timing Only | 30 | Timing Only | | | | | | | | | | | | | | | |
| | 31 | Timing + Traffic Responsive (license only) | | | | | | | | | | | | | | | |
| | 32 | Timing + Peer-to-Peer (configuration only) | | | | | | | | | | | | | | | |
| | 33 | Timing + Traffic Adaptive (license only) | | | | | | | | | | | | | | | |
| Caltrans | 34 | Caltrans Cooperative Agreement | \$2,500 | | \$2,500 | \$2,500 | | | | | | | Cooperative Agreement and Data Collection | | Cooperative Agreement and Data Collection | Cooperative Agreement | |

APPENDIX B: AGENCY IMPROVEMENT CALCULATIONS

TABLE II: DESCRIPTION OF WORK BY INTERSECTION

| LOCATION | IMPLEMENTING AGENCY | PROJECT CROSS STREETS | DESCRIPTION OF WORK | | | | | | | | | | | | | |
|----------|---------------------|-----------------------------------|--|-------------------------|--|-----------------------|---------------------------------------|----------------------------------|------|---------------------------------------|-------------------|--------------------------------|----------------------|-------------------------------|---|--------------------------------|
| | | | Above ground (e.g. wireless, cellular, etc.) | Fiber Optic underground | All other (e.g. copper, aerial fiber, GPS, etc.) | ATC signal controller | Signal cabinet on existing foundation | Signal cabinet on new foundation | CCTV | Vehicle detection + bicycle detection | Vehicle detection | Pedestrian detection (audible) | Pedestrian detection | Signal Performance Monitoring | Central System (server, licenses, workstations) | Caltrans Cooperative Agreement |
| | | | 1 | 2 | 3 | 4 | 5 | 6 | 10 | 13 | 14 | 16 | 17 | 24 | 27 | 34 |
| 1 | Brea | Lambert Road | | 1 | | 1 | | | 1 | 1 | | | | | | |
| 2 | Brea | Birch Street | | 1 | | 1 | | | 1 | 1 | | | | | | |
| 3 | Brea | Orbiter Street | | 1 | | 1 | | | | 1 | | | | | | |
| 4 | Brea | Birch Hills Mall | | 1 | | 1 | 1 | | | 1 | | | | | | |
| 5 | Brea | Imperial Highway (SR-90) * | | | | | | | | | | | | | | 1 |
| 6 | Brea | Buttonwood Drive/ Saturn Street | | 1 | | 1 | | | 1 | 1 | | | | | | |
| 7 | Placentia | Golden Avenue | | 1 | | 1 | | 1 | | | | | 1 | | | |
| 8 | Placentia | Patrician Lane | | 1 | | | | | 1 | 1 | | 1 | | | | |
| 9 | Placentia | Bastanchury Road | | 1 | | 1 | 1 | | | 1 | | 1 | | | | |
| 10 | Placentia | Yorba Linda Boulevard | | 2 | | 1 | | | | | | | | | | |
| 11 | Placentia | Sheffield Street/Morse Avenue | | 1 | | | | | | | | | | | | |
| 12 | Placentia | Madison Avenue | | 1 | | | | | 1 | | | | | | | |
| 13 | Placentia | Alta Vista Street | | 1 | | 1 | | 1 | | 1 | | 1 | | | | |
| 14 | Placentia | Chapman Avenue (North) | | 2 | | 1 | | | | 1 | | | 1 | | | |
| 15 | Placentia | Hawaii Way | | 1 | | | | | | | | | | | | |
| 16 | Placentia | Crowther Avenue | | 1 | | | | | | | | | | | | |
| 17 | Placentia | Orangethorpe Avenue | | 1 | | 1 | | 1 | | | | | | | | |
| 18 | Anaheim | La Jolla Street | | 1 | | 1 | 1 | | 1 | 1 | | | | | | |
| 19 | Anaheim | Miraloma Avenue | | 1 | | 1 | 1 | | 1 | 1 | | | | 1 | | |
| 20 | Anaheim | Coronado Street | | 1 | | 1 | 1 | | | 1 | | | | | | |
| 21 | Anaheim | Fire Signal | | | | 1 | | | | | | | | 1 | | |
| 22 | Anaheim | La Palma Avenue | | 1 | | 1 | | | 2 | 1 | | | | 1 | | |
| 23 | Anaheim | SR-91 Westbound Off-Ramp * | | | | | | | | | | | | | | 1 |
| 24 | Anaheim | Frontera Street | | 1 | | 1 | 1 | | 1 | 1 | | | | 1 | | |
| 25 | Orange | Riverdale Avenue | | | 1 | 1 | 1 | | | | | | | | | |
| 26 | Orange | Riverbend Parkway/Richland Avenue | | | 1 | 1 | 1 | | | | | | | | | |
| 27 | Orange | Lincoln Avenue | 1 | | | 1 | | | | | 1 | | | | | |
| 28 | Orange | Fletcher Avenue | 1 | | | 1 | | | | | 1 | | | | | |
| 29 | Orange | Meats Avenue | 1 | 1 | | 1 | | | | | | | | | | |
| 30 | Orange | Grove Avenue | | 1 | | 1 | 1 | | | | | | | | | |
| 31 | Orange | Orange Olive Road | | | | | | | | | | | | | | |
| 32 | Orange | Taft Avenue | 1 | | | 1 | | | | | | | | | | |
| 33 | Orange | Katella Avenue | 1 | | | | | | | | | | | | | |
| 34 | Orange | Wilson Avenue/Adams Avenue | 1 | | | 1 | | | | | | | | | | |
| 35 | Orange | Collins Avenue | 1 | | | 1 | | | | | | | | | | |
| 36 | Orange | Walnut Avenue | 1 | | | 1 | | | | | 1 | | | | | |
| 37 | Orange | Sycamore Avenue/University Drive | 1 | | | 1 | | | | | 1 | | | | | |
| 38 | Orange | Palm Avenue | 1 | | | 1 | | | | | 1 | | | | | |
| 39 | Orange | La Veta Avenue | 1 | | | 1 | | | 1 | 1 | | | | | | |
| 40 | Orange | SR-22 Westbound Ramp * | | | | | | | | | | | | | | 1 |
| 41 | Orange | SR-22 Eastbound Ramp * | | | | | | | | | | | | | | 1 |
| 42 | Santa Ana | Fairhaven Avenue | 1 | 1 | | 1 | | 1 | | 1 | | 1 | | 1 | | |

APPENDIX B: AGENCY IMPROVEMENT CALCULATIONS

TABLE II: DESCRIPTION OF WORK BY INTERSECTION

| LOCATION | IMPLEMENTING AGENCY | PROJECT CROSS STREETS | DESCRIPTION OF WORK | | | | | | | | | | | | | |
|------------------|---------------------|-------------------------------------|--|-------------------------|--|-----------------------|---------------------------------------|----------------------------------|------|---------------------------------------|-------------------|--------------------------------|----------------------|-------------------------------|---|--------------------------------|
| | | | Above ground (e.g. wireless, cellular, etc.) | Fiber Optic underground | All other (e.g. copper, aerial fiber, GPS, etc.) | ATC signal controller | Signal cabinet on existing foundation | Signal cabinet on new foundation | CCTV | Vehicle detection + bicycle detection | Vehicle detection | Pedestrian detection (audible) | Pedestrian detection | Signal Performance Monitoring | Central System (server, licenses, workstations) | Caltrans Cooperative Agreement |
| | | | 1 | 2 | 3 | 4 | 5 | 6 | 10 | 13 | 14 | 16 | 17 | 24 | 27 | 34 |
| 43 | Santa Ana | Santa Clara Avenue | | 1 | | 1 | | | | | | | | 1 | | |
| 44 | Santa Ana | 21st Street | | 1 | | 1 | | | | 1 | | 1 | | 1 | | |
| 45 | Santa Ana | 17th Street | | 1 | | 1 | | | | 1 | | 1 | | 1 | | |
| 46 | Santa Ana | I-5 Northbound Ramp | | 1 | | 1 | | | | | | | | 1 | | |
| 47 | Santa Ana | Santa Ana Blvd/I-5 Southbound Ramp | 1 | 1 | | 1 | | | | | | | | 1 | | |
| 48 | Santa Ana | Fruit Street | | 1 | | 1 | | 1 | | | | | | 1 | | |
| 49 | Santa Ana | OC Register | 1 | | | 1 | | | | | | | | 1 | | |
| 50 | Santa Ana | 4th Street | | | | 1 | | | 1 | 1 | | 1 | | 1 | | |
| 51 | Santa Ana | 1st Street | | 1 | | | | | | 1 | | 1 | | | | |
| 52 | Santa Ana | Chestnut Avenue | | 1 | | | | | | | | | | 1 | | |
| 53 | Santa Ana | McFadden Avenue | | 1 | | 1 | | 1 | | 1 | | 1 | | 1 | | |
| 54 | Santa Ana | Century High School | | 1 | | 1 | | | | | | 1 | | 1 | | |
| 55 | Santa Ana | Edinger Avenue | | 1 | | | | | 1 | | | | | | | |
| 56 | Santa Ana | St Andrew Place | | 1 | | 1 | | | 1 | | | | | 1 | | |
| 57 | Santa Ana | St Gertrude Place | | 1 | | 1 | | | | | | | | 1 | | |
| 58 | Santa Ana | Warner Avenue | | 1 | | | | 1 | 1 | | | | | | | |
| 59 | Santa Ana | Hotel Terrace Drive/Brookhollow Dr | | 1 | | 1 | | | | | | | | 1 | | |
| 60 | Santa Ana | SR-55 Southbound Off-Ramp | | 1 | | 1 | | | | | | | | 1 | | |
| 61 | Santa Ana | Dyer Road | | 1 | | | | | | | | | | 1 | | |
| | | - | | | | | | | | | | | | | | |
| 1 | Orange | Taft Avenue & Shaffer Street | | 1 | | | 1 | | | | | | | | | |
| 2 | Santa Ana | Fairhaven Avenue & Cambridge Street | 1 | | | 1 | | | | | | | | | | |
| 3 | Santa Ana | Santa Ana Boulevard & I-5 SB Ramp | | 1 | | 1 | | | | | | | | | | |
| - | Santa Ana | TMC Improvements | | | | | | | | | | | | | 1 | |
| - | Placentia | TMC Improvements | | | | | | | | | | | | | 1 | |
| - | Orange | TMC Improvements | 1 | | | | | | | | | | | | 1 | |
| - | Anaheim | TMC Improvements | | | | | | | | | | | | | 1 | |
| - | Brea | TMC Improvements | | | | | | | | | | | | | 1 | |
| QUANTITY TOTAL = | | | 16 | 45 | 2 | 47 | 10 | 7 | 15 | 20 | 6 | 10 | 2 | 21 | 5 | 4 |

APPENDIX B: AGENCY IMPROVEMENT CALCULATIONS

TABLE II: DESCRIPTION OF WORK BY INTERSECTION

| LOCATION | IMPLEMENTING AGENCY | PROJECT CROSS STREETS | SIGNAL IMPROVEMENT COSTS | | | | | NOTES |
|----------|---------------------|-----------------------------------|--------------------------|---------------|--------------------------------------|--------------|---------------|-------|
| | | | Design | Construction | Construction Management & Inspection | Contingency | TOTAL | |
| | | | | | 15% | 10% | | |
| 1 | Brea | Lambert Road | \$ 7,000.00 | \$ 70,000.00 | \$ 10,500.00 | \$ 8,750.00 | \$ 96,250.00 | |
| 2 | Brea | Birch Street | \$ 7,000.00 | \$ 70,000.00 | \$ 10,500.00 | \$ 8,750.00 | \$ 96,250.00 | |
| 3 | Brea | Orbiter Street | \$ 6,000.00 | \$ 60,000.00 | \$ 9,000.00 | \$ 7,500.00 | \$ 82,500.00 | |
| 4 | Brea | Birch Hills Mall | \$ 10,000.00 | \$ 100,000.00 | \$ 15,000.00 | \$ 12,500.00 | \$ 137,500.00 | |
| 5 | Brea | Imperial Highway (SR-90) * | \$ - | \$ 2,500.00 | \$ - | \$ - | \$ 2,500.00 | |
| 6 | Brea | Buttonwood Drive/ Saturn Street | \$ 7,000.00 | \$ 70,000.00 | \$ 10,500.00 | \$ 8,750.00 | \$ 96,250.00 | |
| 7 | Placentia | Golden Avenue | \$ 6,200.00 | \$ 62,000.00 | \$ 9,300.00 | \$ 7,750.00 | \$ 85,250.00 | |
| 8 | Placentia | Patrician Lane | \$ 7,200.00 | \$ 72,000.00 | \$ 10,800.00 | \$ 9,000.00 | \$ 99,000.00 | |
| 9 | Placentia | Bastanchury Road | \$ 9,400.00 | \$ 94,000.00 | \$ 14,100.00 | \$ 11,750.00 | \$ 129,250.00 | |
| 10 | Placentia | Yorba Linda Boulevard | \$ 2,800.00 | \$ 28,000.00 | \$ 4,200.00 | \$ 3,500.00 | \$ 38,500.00 | |
| 11 | Placentia | Sheffield Street/Morse Avenue | \$ 1,000.00 | \$ 10,000.00 | \$ 1,500.00 | \$ 1,250.00 | \$ 13,750.00 | |
| 12 | Placentia | Madison Avenue | \$ 2,000.00 | \$ 20,000.00 | \$ 3,000.00 | \$ 2,500.00 | \$ 27,500.00 | |
| 13 | Placentia | Alta Vista Street | \$ 11,400.00 | \$ 114,000.00 | \$ 17,100.00 | \$ 14,250.00 | \$ 156,750.00 | |
| 14 | Placentia | Chapman Avenue (North) | \$ 6,800.00 | \$ 68,000.00 | \$ 10,200.00 | \$ 8,500.00 | \$ 93,500.00 | |
| 15 | Placentia | Hawaii Way | \$ 1,000.00 | \$ 10,000.00 | \$ 1,500.00 | \$ 1,250.00 | \$ 13,750.00 | |
| 16 | Placentia | Crowther Avenue | \$ 1,000.00 | \$ 10,000.00 | \$ 1,500.00 | \$ 1,250.00 | \$ 13,750.00 | |
| 17 | Placentia | Orangethorpe Avenue | \$ 6,200.00 | \$ 62,000.00 | \$ 9,300.00 | \$ 7,750.00 | \$ 85,250.00 | |
| 18 | Anaheim | La Jolla Street | \$ 6,850.00 | \$ 68,500.00 | \$ 10,275.00 | \$ 8,562.50 | \$ 94,187.50 | |
| 19 | Anaheim | Miraloma Avenue | \$ 7,850.00 | \$ 78,500.00 | \$ 11,775.00 | \$ 9,812.50 | \$ 107,937.50 | |
| 20 | Anaheim | Coronado Street | \$ 5,850.00 | \$ 58,500.00 | \$ 8,775.00 | \$ 7,312.50 | \$ 80,437.50 | |
| 21 | Anaheim | Fire Signal | \$ 1,550.00 | \$ 15,500.00 | \$ 2,325.00 | \$ 1,937.50 | \$ 21,312.50 | |
| 22 | Anaheim | La Palma Avenue | \$ 6,450.00 | \$ 64,500.00 | \$ 9,675.00 | \$ 8,062.50 | \$ 88,687.50 | |
| 23 | Anaheim | SR-91 Westbound Off-Ramp * | \$ - | \$ 2,500.00 | \$ - | \$ - | \$ 2,500.00 | |
| 24 | Anaheim | Frontera Street | \$ 7,850.00 | \$ 78,500.00 | \$ 11,775.00 | \$ 9,812.50 | \$ 107,937.50 | |
| 25 | Orange | Riverdale Avenue | \$ 5,300.00 | \$ 53,000.00 | \$ 7,950.00 | \$ 6,625.00 | \$ 72,875.00 | |
| 26 | Orange | Riverbend Parkway/Richland Avenue | \$ 5,300.00 | \$ 53,000.00 | \$ 7,950.00 | \$ 6,625.00 | \$ 72,875.00 | |
| 27 | Orange | Lincoln Avenue | \$ 6,600.00 | \$ 66,000.00 | \$ 9,900.00 | \$ 8,250.00 | \$ 90,750.00 | |
| 28 | Orange | Fletcher Avenue | \$ 6,600.00 | \$ 66,000.00 | \$ 9,900.00 | \$ 8,250.00 | \$ 90,750.00 | |
| 29 | Orange | Meats Avenue | \$ 11,600.00 | \$ 116,000.00 | \$ 17,400.00 | \$ 14,500.00 | \$ 159,500.00 | |
| 30 | Orange | Grove Avenue | \$ 13,500.00 | \$ 135,000.00 | \$ 20,250.00 | \$ 16,875.00 | \$ 185,625.00 | |
| 31 | Orange | Orange Olive Road | \$ - | \$ - | \$ - | \$ - | \$ - | |
| 32 | Orange | Taft Avenue | \$ 2,600.00 | \$ 26,000.00 | \$ 3,900.00 | \$ 3,250.00 | \$ 35,750.00 | |
| 33 | Orange | Katella Avenue | \$ 1,900.00 | \$ 19,000.00 | \$ 2,850.00 | \$ 2,375.00 | \$ 26,125.00 | |
| 34 | Orange | Wilson Avenue/Adams Avenue | \$ 2,600.00 | \$ 26,000.00 | \$ 3,900.00 | \$ 3,250.00 | \$ 35,750.00 | |
| 35 | Orange | Collins Avenue | \$ 2,600.00 | \$ 26,000.00 | \$ 3,900.00 | \$ 3,250.00 | \$ 35,750.00 | |
| 36 | Orange | Walnut Avenue | \$ 6,600.00 | \$ 66,000.00 | \$ 9,900.00 | \$ 8,250.00 | \$ 90,750.00 | |
| 37 | Orange | Sycamore Avenue/University Drive | \$ 6,600.00 | \$ 66,000.00 | \$ 9,900.00 | \$ 8,250.00 | \$ 90,750.00 | |
| 38 | Orange | Palm Avenue | \$ 6,600.00 | \$ 66,000.00 | \$ 9,900.00 | \$ 8,250.00 | \$ 90,750.00 | |
| 39 | Orange | La Veta Avenue | \$ 7,700.00 | \$ 77,000.00 | \$ 11,550.00 | \$ 9,625.00 | \$ 105,875.00 | |
| 40 | Orange | SR-22 Westbound Ramp * | \$ - | \$ 2,500.00 | \$ - | \$ - | \$ 2,500.00 | |
| 41 | Orange | SR-22 Eastbound Ramp * | \$ - | \$ 2,500.00 | \$ - | \$ - | \$ 2,500.00 | |
| 42 | Santa Ana | Fairhaven Avenue | \$ 16,200.00 | \$ 163,500.00 | \$ 24,525.00 | \$ 20,422.50 | \$ 224,647.50 | |

APPENDIX B: AGENCY IMPROVEMENT CALCULATIONS

TABLE II: DESCRIPTION OF WORK BY INTERSECTION

| LOCATION | IMPLEMENTING AGENCY | PROJECT CROSS STREETS | SIGNAL IMPROVEMENT COSTS | | | | | NOTES |
|------------------|---------------------|-------------------------------------|----------------------------|---------------|--------------------------------------|--------------|-----------------|-------|
| | | | Design | Construction | Construction Management & Inspection | Contingency | TOTAL | |
| | | | | | 15% | 10% | | |
| 43 | Santa Ana | Santa Clara Avenue | \$ 2,700.00 | \$ 28,500.00 | \$ 4,275.00 | \$ 3,547.50 | \$ 39,022.50 | |
| 44 | Santa Ana | 21st Street | \$ 8,900.00 | \$ 90,500.00 | \$ 13,575.00 | \$ 11,297.50 | \$ 124,272.50 | |
| 45 | Santa Ana | 17th Street | \$ 8,900.00 | \$ 90,500.00 | \$ 13,575.00 | \$ 11,297.50 | \$ 124,272.50 | |
| 46 | Santa Ana | I-5 Northbound Ramp | \$ 2,700.00 | \$ 28,500.00 | \$ 4,275.00 | \$ 3,547.50 | \$ 39,022.50 | |
| 47 | Santa Ana | Santa Ana Blvd/I-5 Southbound Ramp | \$ 4,000.00 | \$ 41,500.00 | \$ 6,225.00 | \$ 5,172.50 | \$ 56,897.50 | |
| 48 | Santa Ana | Fruit Street | \$ 8,700.00 | \$ 88,500.00 | \$ 13,275.00 | \$ 11,047.50 | \$ 121,522.50 | |
| 49 | Santa Ana | OC Register | \$ 2,100.00 | \$ 22,500.00 | \$ 3,375.00 | \$ 2,797.50 | \$ 30,772.50 | |
| 50 | Santa Ana | 4th Street | \$ 7,800.00 | \$ 79,500.00 | \$ 11,925.00 | \$ 9,922.50 | \$ 109,147.50 | |
| 51 | Santa Ana | 1st Street | \$ 8,100.00 | \$ 81,000.00 | \$ 12,150.00 | \$ 10,125.00 | \$ 111,375.00 | |
| 52 | Santa Ana | Chestnut Avenue | \$ 1,900.00 | \$ 20,500.00 | \$ 3,075.00 | \$ 2,547.50 | \$ 28,022.50 | |
| 53 | Santa Ana | McFadden Avenue | \$ 14,900.00 | \$ 150,500.00 | \$ 22,575.00 | \$ 18,797.50 | \$ 206,772.50 | |
| 54 | Santa Ana | Century High School | \$ 3,900.00 | \$ 40,500.00 | \$ 6,075.00 | \$ 5,047.50 | \$ 55,522.50 | |
| 55 | Santa Ana | Edinger Avenue | \$ 2,700.00 | \$ 27,000.00 | \$ 4,050.00 | \$ 3,375.00 | \$ 37,125.00 | |
| 56 | Santa Ana | St Andrew Place | \$ 3,500.00 | \$ 36,500.00 | \$ 5,475.00 | \$ 4,547.50 | \$ 50,022.50 | |
| 57 | Santa Ana | St Gertrude Place | \$ 2,700.00 | \$ 28,500.00 | \$ 4,275.00 | \$ 3,547.50 | \$ 39,022.50 | |
| 58 | Santa Ana | Warner Avenue | \$ 8,700.00 | \$ 87,000.00 | \$ 13,050.00 | \$ 10,875.00 | \$ 119,625.00 | |
| 59 | Santa Ana | Hotel Terrace Drive/Brookhollow Dr | \$ 2,700.00 | \$ 28,500.00 | \$ 4,275.00 | \$ 3,547.50 | \$ 39,022.50 | |
| 60 | Santa Ana | SR-55 Southbound Off-Ramp | \$ 2,700.00 | \$ 28,500.00 | \$ 4,275.00 | \$ 3,547.50 | \$ 39,022.50 | |
| 61 | Santa Ana | Dyer Road | \$ 1,900.00 | \$ 20,500.00 | \$ 3,075.00 | \$ 2,547.50 | \$ 28,022.50 | |
| | | - | \$ - | \$ - | \$ - | \$ - | \$ - | |
| 1 | Orange | Taft Avenue & Shaffer Street | \$ 12,800.00 | \$ 128,000.00 | \$ 19,200.00 | \$ 16,000.00 | \$ 176,000.00 | |
| 2 | Santa Ana | Fairhaven Avenue & Cambridge Street | \$ 2,100.00 | \$ 21,000.00 | \$ 3,150.00 | \$ 2,625.00 | \$ 28,875.00 | |
| 3 | Santa Ana | Santa Ana Boulevard & I-5 SB Ramp | \$ 2,700.00 | \$ 27,000.00 | \$ 4,050.00 | \$ 3,375.00 | \$ 37,125.00 | |
| - | Santa Ana | TMC Improvements | \$ - | \$ 50,000.00 | \$ 7,500.00 | \$ 5,750.00 | \$ 63,250.00 | |
| - | Placentia | TMC Improvements | \$ - | \$ 100,000.00 | \$ 15,000.00 | \$ 11,500.00 | \$ 126,500.00 | |
| - | Orange | TMC Improvements | \$ 1,900.00 | \$ 69,000.00 | \$ 10,350.00 | \$ 8,125.00 | \$ 89,375.00 | |
| - | Anaheim | TMC Improvements | \$ - | \$ 75,000.00 | \$ 11,250.00 | \$ 8,625.00 | \$ 94,875.00 | |
| - | Brea | TMC Improvements | \$ - | \$ 30,000.00 | \$ 4,500.00 | \$ 3,450.00 | \$ 37,950.00 | |
| QUANTITY TOTAL = | | | SIGNAL IMPROVEMENT TOTAL = | | | | \$ 5,236,457.50 | |

TABLE III: PROJECT AVERAGE IMPROVEMENT SCORES

| LOCATION | IMPLEMENTING AGENCY | PROJECT CROSS STREETS | DESCRIPTION OF WORK | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|-------------|---------------------|-----------------------------------|--|-------------------------|--|-----------------------|---------------------------------------|----------------------------------|--------------------|--------------------------------|---------------------------|------|---|----------------------------------|---------------------------------------|-------------------|-------------------|--------------------------------|----------------------|---|-------------------------|---------------------|----------------|--------------------------------------|---------------------------------|-------------------------------|----------------|----------------------------|---|---------------------------------|-------------|
| | | | Above ground (e.g. wireless, cellular, etc.) | Fiber Optic underground | All other (e.g. copper, aerial fiber, GPS, etc.) | ATC signal controller | Signal cabinet on existing foundation | Signal cabinet on new foundation | BBS/USP (attached) | BBS/UPS on existing foundation | BBS/UPS on new foundation | CCTV | Vehicle detection (ATSPM inputs + counts) | Vehicle detection (ATSPM inputs) | Vehicle detection + bicycle detection | Vehicle detection | Bicycle detection | Pedestrian detection (audible) | Pedestrian detection | Active transportation/pedestrian safety | Transit Signal Priority | EVP (hybrid or GPS) | EVP (infrared) | Speed feedback signs (existing post) | Speed feedback signs (new post) | Signal Performance Monitoring | Channelization | Signal phasing improvement | Central System (server, licenses, workstations) | Display (video wall, VMS, etc.) | UPS for TMC |
| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Time Source | | | None/5+ Years or Within 5 Years | | | | | | | | | | | | | | | | | | | | | 0/5+ or <5 | | 0/10+ or < 10 | | | | | |
| 1 | Brea | Lambert Road | | 15 | | 50 | | | | | 30 | | | 30 | | | | | | | | | | | | | | | | | |
| 2 | Brea | Birch Street | | 15 | | 50 | | | | | 30 | | | 30 | | | | | | | | | | | | | | | | | |
| 3 | Brea | Orbiter Street | | 15 | | 50 | | | | | | | | 30 | | | | | | | | | | | | | | | | | |
| 4 | Brea | Birch Hills Mall | | 15 | | 50 | 30 | | | | | | | 30 | | | | | | | | | | | | | | | | | |
| 5 | Brea | Imperial Highway (SR-90) * | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 6 | Brea | Buttonwood Drive/ Saturn Street | | 15 | | 50 | | | | | 30 | | | 30 | | | | | | | | | | | | | | | | | |
| 7 | Placentia | Golden Avenue | | 15 | | 50 | | 15 | | | | | | | | | | 30 | | | | | | | | | | | | | |
| 8 | Placentia | Patrician Lane | | 15 | | | | | | | 30 | | | 30 | | | 50 | | | | | | | | | | | | | | |
| 9 | Placentia | Bastanchury Road | | 15 | | 50 | 30 | | | | | | | 30 | | | 50 | | | | | | | | | | | | | | |
| 10 | Placentia | Yorba Linda Boulevard | | 15 | | 50 | | | | | | | | | | | | | | | | | | | | | | | | | |
| 11 | Placentia | Sheffield Street/Morse Avenue | | 15 | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 12 | Placentia | Madison Avenue | | 15 | | | | | | | 30 | | | | | | | | | | | | | | | | | | | | |
| 13 | Placentia | Alta Vista Street | | 15 | | 50 | | 15 | | | | | | 30 | | | 50 | | | | | | | | | | | | | | |
| 14 | Placentia | Chapman Avenue (North) | | 15 | | 50 | | | | | | | | 30 | | | | 30 | | | | | | | | | | | | | |
| 15 | Placentia | Hawaii Way | | 15 | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 16 | Placentia | Crowther Avenue | | 15 | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 17 | Placentia | Orangethorpe Avenue | | 15 | | 50 | | 15 | | | | | | | | | | | | | | | | | | | | | | | |
| 18 | Anaheim | La Jolla Street | | 15 | | 50 | 30 | | | | 30 | | | 30 | | | | | | | | | | | | | | | | | |
| 19 | Anaheim | Miraloma Avenue | | 15 | | 50 | 30 | | | | 30 | | | 30 | | | | | | | | | | | | 40 | | | | | |
| 20 | Anaheim | Coronado Street | | 15 | | 50 | 30 | | | | | | | 30 | | | | | | | | | | | | | | | | | |
| 21 | Anaheim | Fire Signal | | | | 50 | | | | | | | | | | | | | | | | | | | | 40 | | | | | |
| 22 | Anaheim | La Palma Avenue | | 15 | | 50 | | | | | 30 | | | 30 | | | | | | | | | | | | 40 | | | | | |
| 23 | Anaheim | SR-91 Westbound Off-Ramp * | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 24 | Anaheim | Frontera Street | | 15 | | 50 | 30 | | | | 30 | | | 30 | | | | | | | | | | | | 40 | | | | | |
| 25 | Orange | Riverdale Avenue | | | 1 | 50 | 30 | | | | | | | | | | | | | | | | | | | | | | | | |
| 26 | Orange | Riverbend Parkway/Richland Avenue | | | 1 | 50 | 30 | | | | | | | | | | | | | | | | | | | | | | | | |
| 27 | Orange | Lincoln Avenue | 30 | | | 50 | | | | | | | | | 30 | | | | | | | | | | | | | | | | |
| 28 | Orange | Fletcher Avenue | 30 | | | 50 | | | | | | | | | 30 | | | | | | | | | | | | | | | | |
| 29 | Orange | Meats Avenue | 30 | 15 | | 50 | | | | | | | | | | | | | | | | | | | | | | | | | |
| 30 | Orange | Grove Avenue | | 15 | | 50 | 30 | | | | | | | | | | | | | | | | | | | | | | | | |
| 31 | Orange | Orange Olive Road | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 32 | Orange | Taft Avenue | 30 | | | 50 | | | | | | | | | | | | | | | | | | | | | | | | | |
| 33 | Orange | Katella Avenue | 30 | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 34 | Orange | Wilson Avenue/Adams Avenue | 30 | | | 50 | | | | | | | | | | | | | | | | | | | | | | | | | |
| 35 | Orange | Collins Avenue | 30 | | | 50 | | | | | | | | | | | | | | | | | | | | | | | | | |
| 36 | Orange | Walnut Avenue | 30 | | | 50 | | | | | | | | | 30 | | | | | | | | | | | | | | | | |
| 37 | Orange | Sycamore Avenue/University Drive | 30 | | | 50 | | | | | | | | | 30 | | | | | | | | | | | | | | | | |
| 38 | Orange | Palm Avenue | 30 | | | 50 | | | | | | | | | 30 | | 50 | | | | | | | | | | | | | | |
| 39 | Orange | La Veta Avenue | 30 | | | 50 | | | | | 30 | | | 30 | | | | | | | | | | | | | | | | | |
| 40 | Orange | SR-22 Westbound Ramp * | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 41 | Orange | SR-22 Eastbound Ramp * | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 42 | Santa Ana | Fairhaven Avenue | 30 | 15 | | 50 | | 15 | | | | | | 30 | | | 50 | | | | | | | | 40 | | | | | | |

TABLE III: PROJECT AVERAGE IMPROVEMENT SCORES

| LOCATION | IMPLEMENTING AGENCY | PROJECT CROSS STREETS | DESCRIPTION OF WORK | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|----------|---------------------|-------------------------------------|--|-------------------------|--|---------------------------------|---------------------------------------|----------------------------------|--------------------|--------------------------------|---------------------------|------|---|----------------------------------|---------------------------------------|-------------------|-------------------|--------------------------------|----------------------|---|-------------------------|---------------------|----------------|--------------------------------------|---------------------------------|-------------------------------|----------------|----------------------------|---|---------------------------------|-------------|
| | | | Above ground (e.g. wireless, cellular, etc.) | Fiber Optic underground | All other (e.g. copper, aerial fiber, GPS, etc.) | ATC signal controller | Signal cabinet on existing foundation | Signal cabinet on new foundation | BBS/USP (attached) | BBS/UPS on existing foundation | BBS/UPS on new foundation | CCTV | Vehicle detection (ATSPM inputs + counts) | Vehicle detection (ATSPM inputs) | Vehicle detection + bicycle detection | Vehicle detection | Bicycle detection | Pedestrian detection (audible) | Pedestrian detection | Active transportation/pedestrian safety | Transit Signal Priority | EVP (hybrid or GPS) | EVP (infrared) | Speed feedback signs (existing post) | Speed feedback signs (new post) | Signal Performance Monitoring | Channelization | Signal phasing improvement | Central System (server, licenses, workstations) | Display (video wall, VMS, etc.) | UPS for TMC |
| | | | Time Source | | | None/5+ Years or Within 5 Years | | | | | | | | | | | | | | | | | | | | | | | | 0/5+ or <5 | |
| 43 | Santa Ana | Santa Clara Avenue | | 15 | | 50 | | | | | | | | | | | | | | | | | | | | 40 | | | | | |
| 44 | Santa Ana | 21st Street | | 15 | | 50 | | | | | | | | 30 | | | 50 | | | | | | | | | 40 | | | | | |
| 45 | Santa Ana | 17th Street | | 15 | | 50 | | | | | | | | 30 | | | 50 | | | | | | | | | 40 | | | | | |
| 46 | Santa Ana | I-5 Northbound Ramp | | 15 | | 50 | | | | | | | | | | | | | | | | | | | | 40 | | | | | |
| 47 | Santa Ana | Santa Ana Blvd/I-5 Southbound Ramp | 30 | 15 | | 50 | | | | | | | | | | | | | | | | | | | | 40 | | | | | |
| 48 | Santa Ana | Fruit Street | | 15 | | 50 | | 15 | | | | | | | | | | | | | | | | | | 40 | | | | | |
| 49 | Santa Ana | OC Register | 30 | | | 50 | | | | | | | | | | | | | | | | | | | | 40 | | | | | |
| 50 | Santa Ana | 4th Street | | | | 50 | | | | | 30 | | | 30 | | | 50 | | | | | | | | | 40 | | | | | |
| 51 | Santa Ana | 1st Street | | 15 | | | | | | | | | | 30 | | | 50 | | | | | | | | | | | | | | |
| 52 | Santa Ana | Chestnut Avenue | | 15 | | | | | | | | | | | | | | | | | | | | | | 40 | | | | | |
| 53 | Santa Ana | McFadden Avenue | | 15 | | 50 | | 15 | | | | | | 30 | | | 50 | | | | | | | | | 40 | | | | | |
| 54 | Santa Ana | Century High School | | 15 | | 50 | | | | | | | | | | | 50 | | | | | | | | | 40 | | | | | |
| 55 | Santa Ana | Edinger Avenue | | 15 | | | | | | | 30 | | | | | | | | | | | | | | | | | | | | |
| 56 | Santa Ana | St Andrew Place | | 15 | | 50 | | | | | 30 | | | | | | | | | | | | | | | 40 | | | | | |
| 57 | Santa Ana | St Gertrude Place | | 15 | | 50 | | | | | | | | | | | | | | | | | | | | 40 | | | | | |
| 58 | Santa Ana | Warner Avenue | | 15 | | | | 15 | | | 30 | | | | | | | | | | | | | | | | | | | | |
| 59 | Santa Ana | Hotel Terrace Drive/Brookhollow Dr | | 15 | | 50 | | | | | | | | | | | | | | | | | | | | 40 | | | | | |
| 60 | Santa Ana | SR-55 Southbound Off-Ramp | | 15 | | 50 | | | | | | | | | | | | | | | | | | | | 40 | | | | | |
| 61 | Santa Ana | Dyer Road | | 15 | | | | | | | | | | | | | | | | | | | | | | 40 | | | | | |
| 0 | 0 | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1 | Orange | Taft Avenue & Shaffer Street | | 15 | | | 30 | | | | | | | | | | | | | | | | | | | | | | | | |
| 2 | Santa Ana | Fairhaven Avenue & Cambridge Street | 30 | | | 50 | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3 | Santa Ana | Santa Ana Boulevard & I-5 SB Ramp | | 15 | | 50 | | | | | | | | | | | | | | | | | | | | | | | | | |
| - | Santa Ana | TMC Improvements | | | | | | | | | | | | | | | | | | | | | | | | | | | 40 | | |
| - | Placentia | TMC Improvements | | | | | | | | | | | | | | | | | | | | | | | | | | | 40 | | |
| - | Orange | TMC Improvements | 30 | | | | | | | | | | | | | | | | | | | | | | | | | | 40 | | |
| - | Anaheim | TMC Improvements | | | | | | | | | | | | | | | | | | | | | | | | | | | 40 | | |
| - | Brea | TMC Improvements | | | | | | | | | | | | | | | | | | | | | | | | | | | 40 | | |

TABLE III: PROJECT AVERAGE IMPROVEMENT SCORES

| LOCATION | IMPLEMENTING AGENCY | PROJECT CROSS STREETS | | | | | | AVERAGE IMPROVEMENT SCORE | NOTES |
|----------|---------------------|-----------------------------------|-------------|--|--|--|--------------------------------|---------------------------|-------|
| | | | Timing Only | Timing + Traffic Responsive (license only) | Timing + Peer-to-Peer (configuration only) | Timing + Traffic Adaptive (license only) | Caltrans Cooperative Agreement | | |
| | | | | | | | | | |
| 1 | Brea | Lambert Road | | | | | | 31.3 | |
| 2 | Brea | Birch Street | | | | | | 31.3 | |
| 3 | Brea | Orbiter Street | | | | | | 31.7 | |
| 4 | Brea | Birch Hills Mall | | | | | | 31.3 | |
| 5 | Brea | Imperial Highway (SR-90) * | | | | | 50 | 50.0 | |
| 6 | Brea | Buttonwood Drive/ Saturn Street | | | | | | 31.3 | |
| 7 | Placentia | Golden Avenue | | | | | | 27.5 | |
| 8 | Placentia | Patrician Lane | | | | | | 31.3 | |
| 9 | Placentia | Bastanchury Road | | | | | | 35.0 | |
| 10 | Placentia | Yorba Linda Boulevard | | | | | | 32.5 | |
| 11 | Placentia | Sheffield Street/Morse Avenue | | | | | | 15.0 | |
| 12 | Placentia | Madison Avenue | | | | | | 22.5 | |
| 13 | Placentia | Alta Vista Street | | | | | | 32.0 | |
| 14 | Placentia | Chapman Avenue (North) | | | | | | 31.3 | |
| 15 | Placentia | Hawaii Way | | | | | | 15.0 | |
| 16 | Placentia | Crowther Avenue | | | | | | 15.0 | |
| 17 | Placentia | Orangethorpe Avenue | | | | | | 26.7 | |
| 18 | Anaheim | La Jolla Street | | | | | | 31.0 | |
| 19 | Anaheim | Miraloma Avenue | | | | | | 32.5 | |
| 20 | Anaheim | Coronado Street | | | | | | 31.3 | |
| 21 | Anaheim | Fire Signal | | | | | | 45.0 | |
| 22 | Anaheim | La Palma Avenue | | | | | | 33.0 | |
| 23 | Anaheim | SR-91 Westbound Off-Ramp * | | | | | 50 | 50.0 | |
| 24 | Anaheim | Frontera Street | | | | | | 32.5 | |
| 25 | Orange | Riverdale Avenue | | | | | | 27.0 | |
| 26 | Orange | Riverbend Parkway/Richland Avenue | | | | | | 27.0 | |
| 27 | Orange | Lincoln Avenue | | | | | | 36.7 | |
| 28 | Orange | Fletcher Avenue | | | | | | 36.7 | |
| 29 | Orange | Meats Avenue | | | | | | 31.7 | |
| 30 | Orange | Grove Avenue | | | | | | 31.7 | |
| 31 | Orange | Orange Olive Road | | | | | | | |
| 32 | Orange | Taft Avenue | | | | | | 40.0 | |
| 33 | Orange | Katella Avenue | | | | | | 30.0 | |
| 34 | Orange | Wilson Avenue/Adams Avenue | | | | | | 40.0 | |
| 35 | Orange | Collins Avenue | | | | | | 40.0 | |
| 36 | Orange | Walnut Avenue | | | | | | 36.7 | |
| 37 | Orange | Sycamore Avenue/University Drive | | | | | | 36.7 | |
| 38 | Orange | Palm Avenue | | | | | | 40.0 | |
| 39 | Orange | La Veta Avenue | | | | | | 35.0 | |
| 40 | Orange | SR-22 Westbound Ramp * | | | | | 50 | 50.0 | |
| 41 | Orange | SR-22 Eastbound Ramp * | | | | | 50 | 50.0 | |
| 42 | Santa Ana | Fairhaven Avenue | | | | | | 32.9 | |

TABLE III: PROJECT AVERAGE IMPROVEMENT SCORES

| LOCATION | IMPLEMENTING AGENCY | PROJECT CROSS STREETS | | | | | | AVERAGE IMPROVEMENT SCORE | NOTES |
|-----------------|---------------------|-------------------------------------|-------------|--|--|--|--------------------------------|---------------------------|-------|
| | | | Timing Only | Timing + Traffic Responsive (license only) | Timing + Peer-to-Peer (configuration only) | Timing + Traffic Adaptive (license only) | Caltrans Cooperative Agreement | | |
| | | | | | | | | | |
| 43 | Santa Ana | Santa Clara Avenue | | | | | | 35.0 | |
| 44 | Santa Ana | 21st Street | | | | | | 37.0 | |
| 45 | Santa Ana | 17th Street | | | | | | 37.0 | |
| 46 | Santa Ana | I-5 Northbound Ramp | | | | | | 35.0 | |
| 47 | Santa Ana | Santa Ana Blvd/I-5 Southbound Ramp | | | | | | 33.8 | |
| 48 | Santa Ana | Fruit Street | | | | | | 30.0 | |
| 49 | Santa Ana | OC Register | | | | | | 40.0 | |
| 50 | Santa Ana | 4th Street | | | | | | 40.0 | |
| 51 | Santa Ana | 1st Street | | | | | | 31.7 | |
| 52 | Santa Ana | Chestnut Avenue | | | | | | 27.5 | |
| 53 | Santa Ana | McFadden Avenue | | | | | | 33.3 | |
| 54 | Santa Ana | Century High School | | | | | | 38.8 | |
| 55 | Santa Ana | Edinger Avenue | | | | | | 22.5 | |
| 56 | Santa Ana | St Andrew Place | | | | | | 33.8 | |
| 57 | Santa Ana | St Gertrude Place | | | | | | 35.0 | |
| 58 | Santa Ana | Warner Avenue | | | | | | 20.0 | |
| 59 | Santa Ana | Hotel Terrace Drive/Brookhollow Dr | | | | | | 35.0 | |
| 60 | Santa Ana | SR-55 Southbound Off-Ramp | | | | | | 35.0 | |
| 61 | Santa Ana | Dyer Road | | | | | | 27.5 | |
| 0 | 0 | - | | | | | | | |
| 1 | Orange | Taft Avenue & Shaffer Street | | | | | | 22.5 | |
| 2 | Santa Ana | Fairhaven Avenue & Cambridge Street | | | | | | 40.0 | |
| 3 | Santa Ana | Santa Ana Boulevard & I-5 SB Ramp | | | | | | 32.5 | |
| - | Santa Ana | TMC Improvements | | | | | | 40.0 | |
| - | Placentia | TMC Improvements | | | | | | 40.0 | |
| - | Orange | TMC Improvements | | | | | | 35.0 | |
| - | Anaheim | TMC Improvements | | | | | | 40.0 | |
| - | Brea | TMC Improvements | | | | | | 40.0 | |
| AVERAGE SCORE = | | | | | | | | 33.6 | |

Appendix C

VEHICLE MILES TRAVELED (VMT)

APPENDIX C: VEHICLE MILES TRAVELED (VMT)

| | Segment | ADTs | Distance | VMT |
|---------------------------|--|--------|--------------|----------------|
| Brea | Lambert Rd - Birch St | 13,036 | 0.40 | 5,214 |
| | Birch St - Imperial Hwy (SR-90) | 16,463 | 0.50 | 8,232 |
| | Imperial Hwy (SR-90) - Golden Ave | 16,397 | 0.50 | 8,199 |
| Placentia | Golden Ave - Bastanchury Rd | 16,052 | 0.50 | 8,026 |
| | Bastanchury Rd - Yorba Linda Blvd | 18,362 | 0.60 | 11,017 |
| | Yorba Linda Blvd - Alta Vista St | 20,952 | 0.80 | 16,762 |
| | Alta Vista St - Chapman Ave (North) | 18,905 | 0.40 | 7,562 |
| | Chapman Ave (North) - Orangethorpe Ave | 18,932 | 0.42 | 7,951 |
| Anaheim | Orangethorpe Ave - Riverdale Ave | 45,665 | 1.70 | 77,631 |
| Orange | Riverdale Ave - Lincoln Ave | 20,900 | 0.45 | 9,405 |
| | Lincoln Ave - Fletcher Ave | 16,200 | 0.46 | 7,452 |
| | Fletcher Ave - Taft Ave | 16,500 | 0.94 | 15,510 |
| | Taft Ave - Katella Ave | 21,900 | 0.46 | 10,074 |
| | Katella Ave - Collins Ave | 15,500 | 0.46 | 7,130 |
| | Collins Ave - Walnut Ave | 8,900 | 0.50 | 4,450 |
| | Walnut Ave - Chapman Ave (South) | 7,900 | 0.50 | 3,950 |
| | Chapman Ave (South) - La Veta Ave | 13,200 | 0.50 | 6,600 |
| | La Veta Ave - SR-22 Fwy | 29,100 | 0.34 | 9,894 |
| | SR-22 Fwy - Fairhaven Ave | 29,300 | 0.16 | 4,688 |
| Santa Ana | Fairhaven Ave - Santa Clara Ave | 27,641 | 0.43 | 11,886 |
| | Santa Clara Ave - 17th St | 24,397 | 0.50 | 12,199 |
| | 17th St - Santa Ana Blvd/ I-5 Fwy | 28,732 | 0.39 | 11,205 |
| | I-5 Fwy - 1st St | 44,763 | 0.61 | 27,305 |
| | 1st St - McFadden Ave | 37,067 | 0.84 | 31,136 |
| | McFadden Ave - Edinger Ave | 28,319 | 0.48 | 13,593 |
| | Edinger Ave - Warner Ave | 24,644 | 0.75 | 18,483 |
| | Warner Ave - Dyer Rd | 21,727 | 0.55 | 11,950 |
| Total Project VMT: | | | 15.14 | 367,503 |

Source: 2023 - Brea, Placentia, Anaheim 2022 - Santa Ana, Orange

Appendix D

AGENCY RESOLUTIONS AND LETTERS OF SUPPORT

Appendix E

**Cabinet photos and As-built drawings (Uploaded to
OCFundTracker and included in Electronic Submittal Only)**