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CONTRACT COVER SHEET

THIS SHEET MUST ACCOMPANY ALL CONTRACTS/AGREEMENTS SUBMITTED TO THE CITY CLERK DEPARTMENT. PLEASE PRINT OR TYPE THIS INFORMATION.

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All contracts submitted for Council approval must be submitted in original form with two copies. All blanks must be completed. A signature line for the City Attorney and an attest line for the City Clerk must appear on all contracts. Failure to submit as required will result in the return of the document to your Department for completion.  
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FIELD NAME

INFORMATION

1. NUMBER 1171 (Completed by City Clerk Department)
2. APPROVING AGENCY CC (CC, IDA or RDA, S (Staff), CM (City Manager) etc.)
3. CONTRACTOR Mashburn Sanitation Company  
Name of Company or Person  
P. O. Box 668  
Street Address  
San Marcos, CA 92069  
City, State and Zip Code
4. SUBJECT CATEGORY Agreement for Solid Waste and ~~Recyclable~~ Service  
Specific Description of contract
5. CASE NUMBER \_\_\_\_\_ (TSM, CUP, CIP, etc.)
6. APPROVAL DATE 4/10/90 (Date Approved by CC, etc.)
7. EXPIRATION DATE 4/ /95 (Month/Day/Year)
8. STATUS     V=Valid, E=Expired, C=Completed, D=Destroyed, U=Unknown
9. RESOLUTION/ORDINANCE Resolution CC 90-3423  
Applicable Resolution or Ordinance Number approving Contract
10. COMMENTS See 1144 for one year extension to 3/1/95  
See Extension letter for future extension
11. STAFF CONTACT PERSON Paul Malone X82  
Name and extension of City staff member responsible

Revo 88-2785

COI 10/04/05 / COI 07/01/01

1171

AGREEMENT

THIS AGREEMENT is made and entered into this 10<sup>th</sup> day of April, 1990, by and between the CITY OF SAN MARCOS, a municipal corporation ("City") and MASHBURN SANITATION COMPANY ("Contractor").

1. RECITALS: This Agreement is predicated upon the following facts:

1.1 Intent of Parties: The parties desire to enter into this Agreement to provide for an exclusive right to collect, process and/or dispose of garbage, rubbish, other refuse materials and recyclables within the City.

1.2 Code Authorization: City is authorized, pursuant to San Marcos Municipal Code Sections 8.68.250 and 8.68.270, to enter into agreements for the removal, transportation, processing and/or disposal of refuse and recyclables within the City with those persons deemed best qualified to perform such service.

2. DEFINITIONS: In this Agreement, unless the context requires otherwise:

2.1 Combustible Rubbish: means paper, rags, discarded household bedding, packing materials, cartons, boxes, containers, grass, plants, shrubs, trees, vines and the prunings thereof, shavings, sawdust, chips, lumber scraps or other articles from lumberyards, mills or factories and other articles which will burn upon contact with flames of ordinary temperature. Combustible rubbish shall not include those materials listed under "Construction and Demolition Debris", below.

2.2 Construction and Demolition Debris: means dirt, sweepings, bricks, mortar, plaster and other building and construction materials, whether combustible or noncombustible, resulting from the repair, remodeling, demolition or construction of buildings or other structures.

2.3 Garbage: includes, but is not limited to, every accumulation of animal, vegetable, fruit or other biodegradable materials:

1. resulting from the preparation, selling, serving or consumption of edible foodstuffs, including the cans, containers or wrappers wasted along with such materials; or
2. resulting from the dealing in, handling, processing, storage or decay of meats, fish, fowl, fruits, vegetables or grains; or
3. the excrement, carcasses or residue of animals, fish or fowl; or
4. other industrial commercial or domestic organic solid wastes.

2.4 Householder: means a person owning, renting or otherwise holding or occupying a place used for residential purposes.

2.5 Material: means any and all types of recyclables, garbage and debris as defined herein.

2.6 Miscellaneous and Bulky Debris: means all garbage, rubbish and other discarded materials not otherwise provided for in the foregoing or following definitions including appliances, furniture, large auto parts, trees, branches, stumps, or amounts of garbage or rubbish collected at each collection in excess of the maximum amounts permitted by Section 6.2 hereof, and other wastes the size, weight, or volume of which precludes or complicates their handling by normal collection methods.

2.7 Noncombustible Rubbish: means, among other things ashes, bottles, broken glass, crockery, earthenware, metal cans, metalware, wire products, other articles of discarded metal or stone of less than twenty (20) pounds in weight each, automobile tires, inner tubes, batteries and metal kegs, barrels or casks.

Noncombustible rubbish shall not include those materials listed under "Construction and Demolition Debris", above.

2.8 Recyclables: means any material having an economic value in the secondary materials market.

2.9 Refuse: means any and all types of rubbish, garbage and other debris as defined herein.

3. GENERAL PROVISIONS:

3.1 Duration of Agreement: The term of this Agreement shall be five (5) years, commencing upon the date of its execution.

3.2 Annual Performance Review: City shall annually conduct a contract year-end review to evaluate the level and quality of Contractor's service in general, and determine compliance, by Contractor, with the specific terms of this Agreement. Said review shall be conducted administratively and the findings thereof shall be transmitted to Contractor in writing.

3.3 Options to Extend Agreement: City shall, at its sole discretion, have the option to extend this Agreement, in increments of one (1) year each, beyond the initial term specified in Section 3.1 hereof. Such extension shall be granted only upon the successful conclusion of the year-end review specified in Section 3.1, pursuant to a written finding by City that Contractor has, throughout the preceding year:

1. maintained a satisfactorily high quality/level of service and responsiveness to community needs; and
2. complied in full with the terms of this Agreement.

All such extensions shall be effected as administrative amendments to this Agreement not requiring action by the San Marcos City Council. The parties agree that it is the intent of this Section to afford the possibility of a continuous five (5) year contract term providing greater financial certainty to Contractor in exchange for exemplary performance.



3.4 Amendment of Agreement: This Agreement may be amended from time-to-time in the same manner as its approval by resolution of the San Marcos City Council and execution by the parties hereto. The term "Agreement" herein shall include any such amendment properly approved and executed.

3.5 Cancellation of Agreement: Should the Contractor fail or refuse to comply with the conditions of this Agreement and the Contractor has been given written notice of non-compliance by the City Manager and the Contractor has further been given Ninety (90) days to correct such deficiencies, the City Council may, at its option and after a hearing, of which said Contractor shall have ten (10) days written notice, terminate the contract and let the contract to another person deemed more capable of carrying out its terms.

3.6 Hold Harmless: Contractor agrees to and shall hold City, its officers, agents, employees and representatives harmless from liability for damage or claims for damage for personal injury, including death and claims for property damage which may arise from the direct or indirect operations of Contractor or those of its subcontractors, agents, employees or other persons acting on its behalf which relate to this Agreement. Contractor agrees to and shall defend City and its officers, agents, employees and representatives from actions for damages caused or alleged to have been caused by reason of Property Owner's activities in connection with this Agreement.

Contractor further agrees to indemnify, hold harmless, pay all costs and provide a defense for City in any action by a third party challenging the validity of this Agreement.

3.7 Insurance Coverage: Contractor shall, at its own expense, carry comprehensive general liability insurance in an amount of not less than one million dollars (\$1,000,000) per occurrence and excess liability coverage in an amount not less than five million dollars (\$5,000,000).

Said policies shall, at a minimum, be continued for a period of five (5) years following the termination of this Agreement and any extensions thereof. Contractor shall cause to have the City named as an additional insured by endorsement under said policies, and evidence thereof, approved by the City Manager, shall be placed on file with the City Clerk. Contractor shall further carry Workman's Compensation Insurance in accordance with California State law and shall deposit a copy of such coverage with the City Clerk.

3.8 Assignment or Transfer of Rights: No assignment or transfer of any right conferred by this Agreement shall be made in whole or in part by the Contractor without the express written consent of the City. Should any assignment or transfer be authorized by the City, the assignee shall assume the liability and such other obligations of the Contractor as may be related to the service performed.

3.9 Effect on Previous Agreements: This Agreement constitutes the entire understanding and agreement of the parties and supersedes all negotiation or previous agreements between the parties with respect to all or any part of the subject matter hereof.

4. SOLE AND EXCLUSIVE FRANCHISE:

Contractor shall have the sole and exclusive right and franchise, in accordance with the terms and conditions of this Agreement, to pick up, gather and remove garbage, rubbish, construction/demolition debris and other refuse materials, including recyclables, within the corporate limits of the City as the same now exist or may exist, which is generated by residences and businesses, for the full term of this Agreement. City agrees not to let any contract to, or enter into any contract with any other person, firm, or organization for the performance of the services required to be performed by contractor, except, that in the event Contractor fails, refuses or neglects for any reason, to collect and dispose of garbage, rubbish and miscellaneous debris set out or placed for

collection, as provided herein, at the time and in the manner herein required, the City may collect and dispose of the same or cause the same to be collected and disposed of, and contractor shall be liable for the reasonable expense incurred. This right of the City shall be cumulative, and in addition to any and all other remedies it may have in the event of such failure, refusal or neglect of the Contractor. The exclusive right and franchise referred to herein shall not extend to those activities and/or materials specified in San Marcos Municipal Code Section 12.11 (1) through (6).

5. OBLIGATIONS OF CONTRACTOR:

5.1 In General: For the consideration herein mentioned, Contractor undertakes and agrees in accordance with the terms and conditions herein contained, to furnish the necessary labor, vehicles and equipment to collect, transport and dispose of all garbage, combustible and non-combustible rubbish, and miscellaneous debris, as herein defined, from within the corporate limits of the City as the same now exist or may exist during the term hereof.

5.2 Frequency and Scheduling of Collection: All refuse created, produced or accumulated in or about a residential unit or place of business shall be collected and disposed of by Contractor at least once each week. The City Manager may, at his/her discretion, or upon recommendation of the County Health Officer, require more frequent pick-ups should the nature of a particular business so require. The Contractor shall arrange collection routes so that pick-ups will be made on the same day of each succeeding week, with the following exception: no collection will occur on Thanksgiving, Christmas and New Year's Days, contingent upon advance notice to all those affected, in a manner satisfactory to the City Manager.

5.3 Special Pickup Service: In addition to the regularly scheduled monthly service, contractor shall, upon request from a householder provide a special pick-up service to collect and dispose of accumulated rubbish,

other than that covered by the normally scheduled monthly service. Charges for such special service shall be in addition to those levied for regular monthly service.

5.4 Refuse Collection - Spillage and Cleanup: The Contractor shall exercise all reasonable care and diligence in collecting refuse to prevent spilling, scattering or dropping of refuse, and shall at the time of occurrence clean up any spillage.

5.5 Refuse Disposal: The Contractor shall dispose of collected refuse, at Contractor's expense, at a County authorized solid waste facility in a manner satisfactory to the City and in accord with all state and local laws and regulations.

5.6 Collection from Public Parks and Government Buildings: The Contractor shall without charge, collect refuse from City controlled public parks, playgrounds and City government buildings from the receptacles in which the same is confined, on a service frequency and day(s) of collection to be determined by the City Manager.

5.7 Contractor Participation in Special Clean-Up Activities: The Contractor shall participate with the City in any annual clean-up activity upon request of the City Manager as may be necessary to supplement the City's available manpower and equipment resources, and shall otherwise cooperate with the City Manager in resolving special disposal-related problems.

5.8 Compliance With Motor Vehicle Code: The Contractor's trucks and other mobile equipment shall comply with applicable provisions of the California Vehicle Code, all other applicable California codes, and all provisions of Chapter 12 of the San Marcos Municipal Code.

5.9 Compliance With Local And California Laws And Regulations: The Contractor shall operate in such a manner as to comply with all applicable

local and state laws and regulations pertaining to the collection, storage, transportation and disposal of refuse. The Contractor shall also comply with all other ordinances and regulations of the City and applicable laws and regulations of the County of San Diego and State of California, and shall obtain and keep in force all required permits and business licenses.

5.10 Service Required in Event of Nonpayment: In the event of nonpayment for collection service rendered to any person, the Contractor shall continue to provide such service, subject to reimbursement as provided in Section 12.41 (e) of the San Marcos Municipal Code. This requirement shall not apply to special pick-up services.

5.11 Handling/Replacement/Repair of Refuse Containers: Contractor shall use reasonable care in the handling of all privately owned garbage and rubbish containers. In the event of damage or destruction of any such container, by reason of negligence or carelessness on the part of contractor or its employees, said contractor, upon demand, shall repair or replace said container or containers or shall pay to the owner or owners thereof the reasonable amount of such damage. All containers, after emptying, shall be set down adjacent to the premises from which removed and the lid or cover shall be placed adjacent to said container.

5.12 Customer Service Requirements: Contractor shall provide and maintain toll free telephone service between 8:00 a.m. to 5:00 p.m. on regular collection days, except Saturday, when the hours shall be 8:00 a.m. to 4:00 p.m. (Sundays and legal holidays excepted). Contractor shall promptly respond to all calls and act upon all reasonable requests and complaints pertaining to the collection of garbage, rubbish, and miscellaneous debris.

5.13 Recycling Services: Contractor shall provide curbside recycling services for City residents, collecting such materials as are mutually agreed upon by Contractor and City. Contractor shall be responsible for

locating resale markets and transportation of recyclable materials to said markets.

Contractor further agrees to study the feasibility and subsequent implementation of recycling programs for multi-family residential dwellings, commercial establishments, yard waste or other recycling programs as may be identified by the City and/or contractor and mutually agreed between the two parties.

5.14 Payments to City: In consideration of the granting of the exclusive franchise to Contractor as herein provided, Contractor agrees to pay to the City of San Marcos, during the term of this Agreement, the following sum. A sum equivalent to five (5) percent of gross monies collected pursuant to this Agreement within the corporate limits of the City, provided, however, Contractor shall pay to the City a minimum of \$100.00 (one hundred dollars) per annum. The aforementioned sum shall be paid quarterly, by the tenth of the month following the quarterly billing. Monies collected through the recycling surcharge for the recycling program shall be exempt from franchise fees until such time as the recycling program becomes profitable. Contractor shall further provide the City within thirty (30) days after the end of the calendar year a verified statement showing the gross monies collected for services for both refuse collection and recycling programs within the corporate limits of the City. City shall have reasonable rights to inspect Contractor's books of account at reasonable times and hours at Contractor's place of business. Contractor shall further provide the City within three (3) months after the end of the calendar year a verified statement showing the gross monies collected for services within the corporate limits of the City. City shall have the right to inspect Contractor's books of account at reasonable times and hours.

5.15 Service Charges: Contractor agrees, during the term of this Agreement to abide by the schedule of charges for regular, continuous collection service, special pickup services and recycling services established by resolution of the City Council, as such schedule may be amended from time to time in accordance with Sections 5.16 and 5.17 hereof.

5.16 Consumer Price Index Adjustments: The parties hereto recognize that due to conditions generally prevailing, general rises in the cost of living are reasonably foreseeable and it is therefore agreed that the schedule of charges as established pursuant to Section 5.15 of this Agreement shall be subject to an adjustment either up or down, as follows:

1. For the purpose of such adjustment the "index" referred to shall mean the most recent Consumer's Price Index for the San Diego area, as prepared and released by the United States Department of Labor, Bureau of Labor Statistics. The average index for the twelve (12) months prior to the date of this Agreement shall be accepted as the base index.
2. If, during the term of this Agreement, the cost of living as determined by said index shall increase or decrease, the Contractor may adjust the schedule of charges as set forth in Section 5.15 hereof in accordance with the following method:

In order to effect such adjustment, the percentage by which such index, so determined, exceeds or is less than the base index shall be determined, and the schedule of charges to be paid thereafter shall be established by applying the percentage of increase or decrease to the service rates in effect at the time the adjustment is calculated.

3. Adjustments for each subsequent increase or decrease of the index shall be computed in like manner.
4. The schedule of charges shall not be subject to adjustment until there has been a cumulative increase or decrease of seven (7) points or more from the base index, or from the index for the month for which the prior increase or decrease in the schedule of charges was adjusted.

5. If neither party shall, within 30 days after said index is available for the month for which an adjustment in the schedule of charges would be in order, make demand in writing for the determination of the adjustment for the following period, the schedule of charges shall continue at the same prices as for the preceding month. Failure to make such demand at any time by either party shall not prejudice the right of such party to an adjustment upon proper demand at the subsequent time.

5.17 Disposal Fee Offset Adjustment: Nothing herein shall be construed as preventing Contractor from seeking an adjustment in rates as compensation for increased operating costs associated with an increase in disposal site tipping fees charged to them. Such request for adjustment may be considered by the City Council in addition to those allowances for adjustment specified in Section 5.16 hereof.

5.18 Billing and Special Assessments: Contractor shall bill all accounts direct for services rendered and shall be eligible for reimbursement from City in the event of non-payment after written notice has been provided to the account holder in accord with Section 8.68.410 of the San Marcos Municipal Code. To recover its costs, the City shall initiate proceedings to make delinquent collection service fees and charge a special assessment against the properties involved, in the manner specified in Municipal Code Section 8.68.420.

5.19 Recycling Services: Contractor shall provide curbside recycling services for City residents on a non-profit basis until such time as the recycling program becomes profitable. At that time, the City and Contractor shall negotiate the distribution of any profits. The cost of the recycling program shall include the cost of collecting, processing and marketing recyclable materials, and all reasonable on-going promotional costs. All on-going promotional costs shall be presumed reasonable unless the City makes a specific request for an unusually expensive publicity campaign. In the event of such a request, the City and Contractor shall meet to determine the amounts to be paid by each party. The cost of the



recycling program shall not include costs for the Program Manager, Operations Supervisor, or other management or administrative expenses, such as clerical costs, or officers or directors salaries, expenses or overhead. Contractor further agrees to assume all pilot program costs and all one-time only promotional costs associated with expansion of the curbside recycling program.

Contractor further agrees to absorb the costs related to the pilot curbside recycling program and any promotional expenses resulting from the expansion of curbside recycling program.

Until such time as the recycling program becomes profitable, City and Contractor shall establish low end, or "floor" values for the resale of all recyclable materials collected. Contractor shall pay the City an amount equivalent to the net resale value, minus the "floor" price, times the volume collected. For the purposes of this agreement, the net resale value shall be the actual resale value minus transportation costs. If the resale value falls below the "floor" price, City and Contractor shall re-negotiate the distribution of revenues.

If outside funds are obtained or become available to reduce the recycling program costs, the program costs shall be reduced accordingly and the City shall be credited with the value thereof.

In the event the Contractor utilized its processing facility for programs other than the curbside recycling programs for San Marcos, Vista and Escondido, the City shall receive a reduction in the San Marcos curbside program expenses directly related to the reduction in the overall percentage of the facility used to process recyclables from San Marcos.

## 6. DUTIES OF OCCUPANT

6.1 Refuse Containers - Type and Construction: It shall be the duty of all occupants to provide containers for the accumulation and disposal of garbage and other refuse as follows:

1. Residential occupancies: containers used for the accumulation or disposal of garbage shall be water tight, of suitable strength and durability, tight seamed and provided with handles and a tight fitting lid or cover which shall remain affixed to the container. Noncombustible and similar refuse other than garbage shall be deposited in containers of suitable strength and durability, including plastic bags when securely sealed against spillage. Paper bags and cardboard containers shall not be used for the accumulation of refuse of any kind set out for regular collection.
2. Business occupancies and residential occupancies involving use of common receptacles: all containers used for the accumulation or disposal of garbage and other refuse shall be:
  - a. Approved by the Contractor as being of suitable strength and durability and compatible with collection techniques employed; and
  - b. Approved by the San Marcos Fire Protection District as providing adequate protection against fire hazard; and
  - c. Lined with a material suitable to prevent leakage of contents.

6.2 Volume/Weight Limitations on Refuse and Refuse Containers Placed for Collection: The following volume/weight restrictions shall apply to refuse and refuse containers placed by occupant for collection by the Contractor:

1. Residential Occupancies:
  - a. Volume and weight of refuse generated from within a residential unit: no limit
  - b. Volume of refuse generated outside a residential unit: one (1) cubic yard

- c. Maximum total weight of refuse generated outside a residential unit: two-hundred (200) pounds
- d. Maximum loaded weight of individual containers: fifty (50) pounds
- e. Maximum volume of individual containers: forty (40) gallons

- 2. Business Occupancies and Residential Occupancies Involving Use of Common Receptacles: refuse set out, and containers used by all such occupancies shall conform to the maximum volume/weight limitations established by the Contractor.

6.3 Placement of Containers for Collection: It shall be the duty of all occupants to set out containers for the collection of garbage, combustible and noncombustible rubbish, and/or other refuse as follows:

- 1. Location:

Residential occupancies: all refuse containers shall be placed at the curb on the nearest public street fronting the premises occupied by the person depositing the same, there to be collected by the Contractor; provided that the Contractor may designate some other location for the placement of containers when such placement will expedite collection.

Business occupancies: all refuse containers shall be placed within a permanently constructed trash enclosure, when available on premises. Should such enclosure not exist, the contractor shall designate some other freely accessible location to expedite collection; provided that placement of containers at such alternative location shall not result in a hindrance to vehicle movement nor constitute a visual nuisance.

- 2. Restrictions on Time of Placement: It shall be unlawful to place or permit to remain any refuse containers on the

curbings, parkways or sidewalks of any public street before 6:00 p.m. on the day prior to collection, or after 6:00 p.m. on the day of collection, after materials have been removed or collected.

3. Generally: All occupants shall maintain supervision and surveillance over refuse containers on their premises and shall maintain the same in a sanitary manner. Should containers be placed for collection as required above and not be emptied on the date scheduled by the Contractor, the occupant should immediately notify the Contractor, whose duty it shall be to arrange for the collection and disposal of such refuse forthwith.

IN WITNESS WHEREOF, the parties hereto have set their hands on the day and year first hereinabove written.

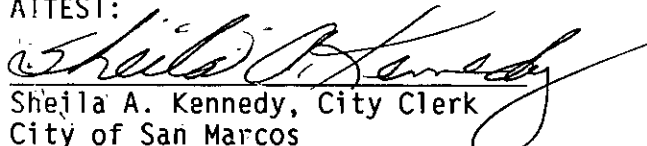
SOLID WASTES SERVICES INC.  
DBA MASHBURN SANITATION

By

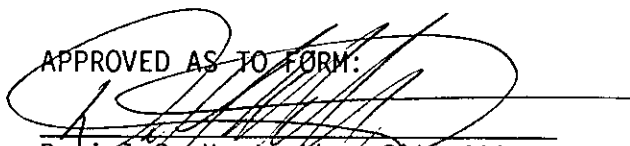
CITY OF SAN MARCOS

By

ATTEST:

  
Sheila A. Kennedy, City Clerk  
City of San Marcos

APPROVED AS TO FORM:

  
Daniel S. Hentschke, City Attorney  
City of San Marcos

2275A

# **EXTENSION LETTERS**

EDCO DISPOSAL



# City of San Marcos

105 W. RICHMAR AVENUE • SAN MARCOS, CALIFORNIA 92069-1699

619/744-4020 FAX 619/744-7543

March 7, 1990

Jeff Ritchie  
General Manager  
Mashburn Sanitation Company  
PO Box 668  
San Marcos, CA 92069

Dear Jeff:

As you know, Section 3.2 of Mashburn Sanitation's service agreement with the City requires an annual year-end review of your firm's performance. The purpose of that administrative review is to evaluate the level and quality of service offered by you as the City's sole provider of refuse collection and disposal services. With a finding of satisfactory performance, the City Manager is authorized to grant a one year extension on your contract with us.

Paul Malone indicates that refuse service related complaints were few and far between during the last 12 months, and that any such problems were resolved quickly, to residents' satisfaction. This complaint history is consistent with that experienced in previous years and is highly commendable, given the scope and scale of services involved.

The past year has seen Mashburn successfully complete a 500 home pilot curbside recycling program in San Marcos. With Council's approval, we look forward to introducing that program city-wide sometime this summer. Our compliments on the typically professional and thorough manner in which your staff, particularly Victoria Tobiason, have conducted the program to date.

As usual, Mashburn has continued its strong involvement in civic activities unrelated to its contract obligations. Your continued, long term commitment to the community has further enhanced the already strong perception of your firm as a first class corporate citizen and outstanding provider of solid waste services.

**Based on the above, and pursuant to City Council Resolution No. 88-2785, I am pleased to authorize a one year extension of Mashburn Sanitation Company's existing service agreement with the City, to March 1, 1995.**

#### CITY COUNCIL

Lee B. Thibadeau, Mayor

Mark Loscher, Vice Mayor

Mike Preston

Pia Harris

F. H. Smith

My thanks for another trouble free year, Jeff. Should you have any questions on the above, please feel free to give Paul or I a call.

Sincerely,

A handwritten signature in cursive script, appearing to read "R.W. Gittings". The signature is fluid and stylized, with a large loop at the end.

R.W. Gittings  
City Manager

RWG/PM



# City of San Marcos

105 W. RICHMAR AVENUE • SAN MARCOS, CALIFORNIA 92069-1699

619/744-4020 FAX 619/744-7543

March 1, 1991

Mr. Jeff Ritchie  
General Manager  
Mashburn Sanitation  
P.O. Box 668  
San Marcos, California 92079

Dear Jeff:

As you are aware, Section 3.2 of Mashburn's current franchise agreement with the City of San Marcos requires an annual year-end administrative review of your firm's performance. The purpose of this review is to evaluate the level and quality of refuse collection/disposal and recycling services afforded by Mashburn Sanitation as the City's sole source provider. With the finding of a satisfactory performance, the City Manager is authorized to grant a one year extension to the most recently approved term of your contract.

During the past year, Mashburn has successfully implemented a city-wide curbside recycling program based on the results of a 500 home pilot program. We anticipated that the implementation of this program would generate a variety of resident complaints and concerns; but as expected, your staff responded quickly and positively. Kip Sturdevan, in particular, has provided superb coordination with City staff on a variety of recycling and refuse collection issues.

In addition, Mashburn Sanitation has continued its strong involvement in civic activities unrelated to its contract obligations. Your continued, long term commitment to the the community has further enhanced Mashburn's already established reputation as being a first class corporate citizen and outstanding provider of solid waste services.

Based on the above, and pursuant to the City Council Resolution No. 88-2785, I am pleased to authorize a one year extension of Mashburn Sanitation's existing service agreement with the City to March 1, 1996.

I wish to extend my thanks for another successful, productive year. If you have any questions, please feel free to call Paul Malone or me at 744-4020.

Sincerely,

Mike V. Mistrot  
Acting City Manager

MVM:kst

## CITY COUNCIL

Lee B. Thibadeau, Mayor

Mark Loscher, Vice Mayor

Mike Preston

Pia Harris

F. H. Smith





# City of San Marcos

105 W. RICHMAR AVENUE • SAN MARCOS, CALIFORNIA 92069-1699

619/744-4020 FAX 619/744-7543

March 27, 1992

Mr. Jeff Ritchie, General Manager  
Mashburn Sanitation  
P.O. Box 668  
San Marcos, CA 92079

Dear Jeff:

As you are aware, Section 3.2 of Mashburn's current franchise agreement with the City of San Marcos requires an annual year-end administrative review of your firm's performance. The purpose of this review is to evaluate the level and quality of refuse collection/disposal and recycling services afforded by Mashburn Sanitation as the City's sole source provider. With the finding of satisfactory performance, the City Manager is authorized to grant a one year extension to the most recently approved term of your contract.

The city-wide curbside recycling program is now well established and running smoothly. We look forward to successful implementation of the multi-family recycling program after the ongoing pilot has concluded. The success of these programs to date is largely attributable to the solution-oriented efforts of your firm and its very cooperative working relationships with City staff and the public. As we've come to expect, much was accomplished on the solid waste/recyclables front in San Marcos this past year. This was achieved at reasonable cost to the consumer, with minimal disruption to the customer's routine, as evidenced by the very low number of complaints we received in 1991 for all services combined. Your excellent performance to date allows us to look forward with confidence to a similarly productive and trouble-free year in 1992.

Based on the above, and pursuant to the City Council Resolution No. 88-2785, I am pleased to authorize a one year extension of Mashburn Sanitation's existing service agreement with the City to March 1, 1997.

#### CITY COUNCIL

Lee B. Thibadeau, Mayor

Mark Loscher, Vice Mayor

Mike Preston

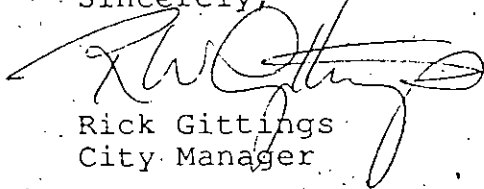
Pia Harris

F. H. Smith

Jeff Ritchie  
March 27, 1992  
Page 2

I wish to extend my thanks for another successful, productive year.  
If you have any questions, please feel free to call Paul Malone or  
myself at 744-4020.

Sincerely,

A handwritten signature in dark ink, appearing to read "Rick Gittings", with a stylized flourish at the end.

Rick Gittings  
City Manager

c: San Marcos City Council  
Paul Malone, Deputy City Manager  
Linda Cummings, Recycling Coordinator



# City of San Marcos

105 W. RICHMAR AVENUE • SAN MARCOS, CALIFORNIA 92069-1699

619/744-4020 FAX 619/744-7543

February 19, 1993

Mr. Jeff Ritchie, General Manager  
Mashburn Sanitation  
P.O. Box 668  
San Marcos, CA 92079

Dear Jeff:

As you are aware, Section 3.2 of Mashburn's current franchise agreement with the City of San Marcos requires an annual year-end administrative review of your firm's performance. The purpose of this review is to evaluate the level and quality of refuse collection/disposal and recycling services afforded by Mashburn Sanitation as the City's sole source provider. With the finding of satisfactory performance, the City Manager is authorized to grant a one year extension to the most recently approved term of your contract.

The success of the City's recycling programs and pilots implemented to date is largely attributable to the solution-oriented efforts of your firm and its very cooperative working relationships with City staff and the public. As we've come to expect, much was accomplished on the solid waste/recyclables front in San Marcos last year, however, much remains to be done in the near term. Increasingly scarce waste treatment and disposal capacity will necessitate greater reliance on recycling and very close cooperation between us to ensure that costs to the consumer are kept to an absolute minimum.

This past year your firm fulfilled its contract obligations at reasonable cost to the consumer, with minimal disruption to the customer's routine, as evidenced by the very low number of complaints we received in 1992 for all services combined. Your firm's history of outstanding performance allows us to look forward with confidence to a similarly productive and trouble-free year in 1993.

Based on the above, and pursuant to the City Council Resolution No. 88-2785, I am pleased to authorize a one year extension of Mashburn Sanitation's existing service agreement with the City to March 1, 1998.

#### CITY COUNCIL

Lee B. Thibadeau, Mayor

Mike Preston, Vice Mayor

Mark Loscher

Pia Harris

F. H. Smith

Jeff Ritchie  
February 19, 1993  
Page 2

I wish to extend my thanks for another successful, productive year. If you have any questions, please feel free to call Paul Malone or myself at 744-4020.

Sincerely,

Rick Gittings  
City Manager

cc: San Marcos City Council  
Paul Malone, Deputy City Manager



# City of San Marcos

105 W. RICHMAR AVENUE • SAN MARCOS, CALIFORNIA 92069-1699  
619/744-4020 FAX 619/744-7543

February 24, 1994

Mr. Jeff Ritchie, General Manager  
Mashburn Waste & Recycling Services  
P. O. Box 668  
San Marcos, CA 92079

Re: Annual Performance Review & Notice of Contract Extension

Dear Jeff:

Section 3.2 of Mashburn's current franchise agreement with the City of San Marcos requires an annual year-end administrative review of your firm's performance. The purpose of this review is to evaluate the level and quality of refuse collection/disposal and recycling programs conducted by Mashburn as the City's sole source provider of those services. With a finding of satisfactory performance, the City Manager is authorized to grant a one year extension to the most recently approved term of your contract.

Review of our records for the past year confirms that your firm once again fulfilled its contract obligations at reasonable cost to the consumer in a manner yielding a high level of customer satisfaction, as evidenced by the very low number of complaints we received in 1993 for all services combined. Your firm's history of exceptional performance allows us to look forward with confidence to a similarly productive and trouble-free year in 1994.

Based on the above, and pursuant to the City Council Resolution No. 88-2785, I am pleased to authorize a one year extension of Mashburn Waste & Recycling Services existing service agreement with the City to March 1, 1999.

I wish to extend my thanks for another successful, productive year. If you have any questions, please feel free to call Paul Malone or myself at 744-4020.

Sincerely,

Rick Gittings  
City Manager

RWG:PM:ar

cc: Paul Malone, Deputy City Manager

#### CITY COUNCIL

Lee B. Thibadeau, Mayor

Pia Harris, Vice Mayor

Mark Loscher

F. H. Smith

Betty Evans



# City of San Marcos

1 Civic Center Drive, San Marcos, CA 92069-2949 (Tel. 619/744-1050)

First Floor Fax: 619/591-4135; Second Floor Fax: 619/744-7543

March 10, 1995

Mr. Jeff Ritchie  
President/Chief Operating Officer  
Mashburn Waste & Recycling Services  
P.O. Box 688  
San Marcos, CA 92079

Dear Jeff:

As you are aware, Section 3.2 of Mashburn's current franchise agreement with the City of San Marcos requires an annual year-end administrative review of your firm's performance. The purpose of this review is to evaluate the level and quality of refuse collection/disposal and recycling programs conducted by Mashburn as the sole source provider of those services. With a finding of satisfactory performance, the City Manager is authorized to grant a one year extension to the most recently approved term of your contract.

The city-wide green waste collection/diversion program was successfully implemented this last spring and has been well received by the public. A review of our records reveals relatively few complaints during 1994 in general and confirms that your firm has once again fulfilled its contract obligations at reasonable cost to the consumer and in a manner that produces a high level of customer satisfaction. Your firm's history of exceptional performance allows us to look forward with confidence to a similarly productive and trouble-free year in 1995.

Based on the above, and pursuant to the City Council Resolution No. 88-2785, I am pleased to authorize a one year extension of Mashburn Waste & Recycling Services' existing service agreement with the City to March 1, 2000.

I wish to extend my thanks for another successful, productive year. If you have any questions, please feel free to call me or Paul Malone at 744-1050.

Sincerely,

  
Rick Gittings  
City Manager

REG:kst

cc: Paul Malone, Deputy City Manager

CITY COUNCIL

F. H. "Corky" Smith, Mayor

Pia Harris-Ebert, Vice-Mayor

Betty Evans

Darrell W. Gentry

1 Civic Center Drive  
San Marcos, CA 92069-2949



Telephone  
(619) 744-1050  
Fax: (619) 744-7543

March 12, 1996

Mr. Jeff Ritchie  
President/C.O.O.  
Mashburn Waste & Recycling Services  
P.O. Box 668  
San Marcos, CA 92079

Dear Jeff:

As you are aware, Section 3.2 of Mashburn's current franchise agreement with the City of San Marcos requires an annual year-end administrative review of your firm's performance. The purpose of this review is to evaluate the level and quality of refuse collection/disposal and recycling programs conducted by Mashburn as the City's sole source provider of those services. With a finding of satisfactory performance, the City Manager is authorized to grant a one year extension to the most recently approved term of your contract.

A review of our records indicates that we received relatively few complaints during 1995, once again confirming your firm's tradition of exemplary service. City staff continues to enjoy a positive relationship with Mashburn representatives, allowing us to address together our community's waste management issues in a productive and effective manner.

Based upon the above, and pursuant to City Council Resolution No. 88-2785, I am pleased to authorize a one year extension of Mashburn Waste & Recycling Services' existing service agreement with the City of San Marcos to March 1, 2001.

I wish to extend my thanks for another successful, productive year. If you have any questions, please feel free to call either me or Paul Malone at 744-1050.

Sincerely,

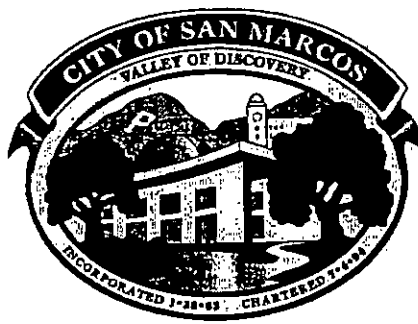


R. W. Gittings  
City Manager

RWG:kst

cc: Paul Malone, Deputy City Manager

1 Civic Center Drive  
San Marcos, CA 92069-2949



Telephone  
760.744.1050  
FAX: 760.744.7543

February 12, 1999

Mr. Jeff Ritchie  
Vice President/General Manager  
EDCO Waste and Recycling Services, Inc.  
P.O. Box 6907  
San Marcos, CA 92079-6907

Re: Annual Review; Solid Waste/Recycling Franchise Agreement

Dear Jeff:

Section 3.2 of EDCO's franchise agreement with the City of San Marcos requires an annual year-end performance review. The purpose of this review is to evaluate the level and quality of refuse collection/disposal and recycling programs conducted by EDCO as the City's exclusive provider for such services. With a finding of satisfactory performance, the City Manager is authorized to grant a one-year extension to the most recently approved term of your contract.

Our records indicate that we have received very few service-related complaints during the past year. Despite the transition from Mashburn to EDCO, this is clearly reflective of your continuing commitment to a high standard of customer service. Given Mashburn/EDCO's well established reputation for exemplary performance, we look forward to yet another productive year.

In close cooperation with EDCO, San Marcos recently reached an early milestone by exceeding the year 2000 50% diversion goal required for compliance with the Integrated Waste Management Act of 1989. Although the most recent report (1997) shows a diversion rate of 51%, our aim is to maintain or even surpass this rate in keeping with the City's projected population growth. To that end, we look forward to working with EDCO staff this year to discuss implementation of a multi-family recycling program and/or other efforts to ensure the City remains in compliance with the State's diversion mandates.

Based on the above, and pursuant to City Council Resolution No. 88-2785, I am pleased to authorize a one year extension of EDCO Waste and Recycling Service's service agreement with the City to March 1, 2004.

CITY COUNCIL:

F.H. "Corky" Smith, Mayor   Pia Harris-Ebert, Vice-Mayor   Hal Martin   Jim McAuley   Mark Rozmus



Page Two  
EDCO Year-end Review  
February 24, 1999

Thank you for another successful year. If you have any questions, please call either me or Paul Malone at (760) 744-1050.

Sincerely,

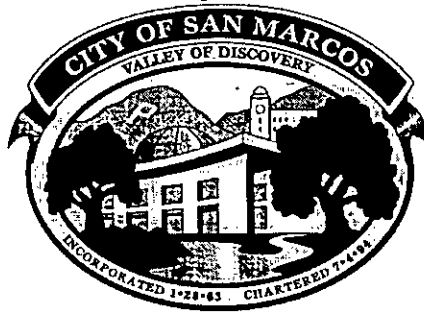


R.W. Gittings  
City Manager

RWG\eh

cc: Paul Malone, Assistant City Manager

1 Civic Center Drive  
San Marcos, CA 92069-2949



Telephone  
760.744.1050  
FAX: 760.744.7543

February 28, 2000

Mr. Jeff Ritchie  
Vice President/General Manager  
EDCO Waste and Recycling Services, Inc.  
P.O. Box 6907  
San Marcos, CA 92079-6907

Re: Annual Review; Solid Waste/Recycling Franchise Agreement

Dear Jeff:

Section 3.2 of EDCO's franchise agreement with the City of San Marcos calls for an annual year-end performance review. The purpose of this review is to evaluate the level and quality of refuse collection/disposal and the recycling programs conducted by EDCO as the City's exclusive provider of those services. With a finding of satisfactory performance, the City Manager is authorized to grant a one-year extension to the most recently approved term of your contract.

I am pleased to report that we have received very few service-related complaints during the past year. Your efforts at maintaining a high standard of customer service are highly commendable. As you approach your second year following the all-but-seamless transition from Mashburn to EDCO, your continuing exemplary performance allows us to look forward confidently to yet another productive year.

This Fall, we anticipate working closely with EDCO to successfully implement a single-can automated waste collection system for residential trash customers. Automation will advance our mutual goal of providing a higher level of service without imposing a customer rate increase. The City's conversion from manual to automated collection also coincides with EDCO's ongoing endeavor to replace the company's existing fleet of collection trucks.

Another important challenge is to maintain the 50% diversion goal required for compliance with the Integrated Waste Management Act of 1989. Although the most recent report reflects a rate of 48%, we have exceeded the 50% goal in years past, and our aim is to do as well this year. To that end, we look forward to continuing our discussion about the feasibility of implementing a multi-family recycling program and/or other efforts to ensure the City remains compliant with the State's diversion mandates.

Based on the above, and pursuant to City Council Resolution No. 88-2785, I am pleased to authorize a one year extension of EDCO Waste and Recycling Service's service agreement with the City to March 1, 2005.

CITY COUNCIL:

F.H. "Corky" Smith, Mayor Pia Harris-Ebert, Vice-Mayor Hal Martin Jim McAuley Mark Rozmus

*Attach to Cont. # 1171*

Page Two  
EDCO Year-end Review  
February 28, 2000

Thank you for another successful year. If you have any questions, please call either me or Paul Malone at (760) 744-1050.

Sincerely,

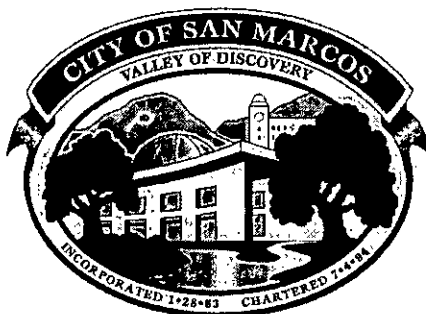
A handwritten signature in black ink, appearing to read 'RWG', with a large, stylized flourish extending from the end of the signature.

R.W. Gittings  
City Manager

RWGleh

cc: Paul Malone, Assistant City Manager

1 Civic Center Drive  
San Marcos, CA 92069-2918



Telephone  
760.744.1050  
FAX: 760.744.7543

March 21, 2005

Mr. Jeff Ritchie  
Vice President/General Manager  
EDCO Waste and Recycling Services  
224 S. Las Posas Road  
San Marcos, CA 92078

Re: Annual Review; Solid Waste Franchise Agreement

Dear Jeff,

The City is required to conduct an annual year-end review of EDCO's performance in San Marcos, per section 3.2 of EDCO's franchise agreement. This review is conducted to evaluate the quality of refuse collection/disposal and recycling services provided by EDCO, as the City's exclusive waste and recycling hauler. Based on a finding of satisfactory performance, the City Manager is authorized to grant a one-year extension to the current term of your contract.

Our records indicate that the City has received very few service-related complaints over the past year, and the few service-related complaints we did receive were most often from customers who had delinquent accounts or did not understand the City's mandatory trash ordinance. We are also pleased to report that every request for information generated by City staff on behalf of our residents was consistently responded to in a very timely manner. The level of service provided by EDCO has consistently met and exceeded the City's expectations this year. The City commends you and your staff's continued efforts in providing outstanding customer service to the residents of San Marcos.

This past year, the City, with your assistance and technical expertise, has been focusing on improving existing waste diversion programs and implementing new programs in order to increase the City's waste diversion rate. According to the California Integrated Waste Management Board (CIWMB), the City's diversion rate in 2003 was 36%. The City appreciates your assistance in increasing the City's diversion rate and is optimistic that with your continued efforts the City will close the gap between the current 36% waste diversion rate and the state's mandated diversion rate of 50%.

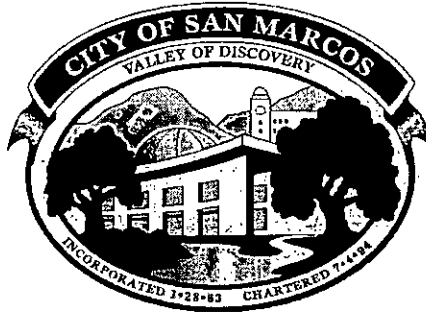
Based on the above findings, and pursuant to City Council Resolution No. 88-2785, I am pleased to authorize a one-year extension of EDCO Waste and Recycling Services' contract to March 1, 2010.

CITY COUNCIL:

F.H. "Corky" Smith, Mayor Pia Harris-Ebert, Vice-Mayor Hal Martin Mike Preston Jim Desmond

---

1 Civic Center Drive  
San Marcos, CA 92069-2918



---

Telephone  
760.744.1050  
FAX: 760.744.7543

February 23, 2006

Mr. Jeff Ritchie  
Vice President  
EDCO Waste and Recycling, Inc.  
224 S. Las Posas Road  
San Marcos, CA 92078

Re: Annual Review of Solid Waste Franchise Agreement

Dear Jeff:

The City is required to conduct an annual year-end review of EDCO's performance in San Marcos, per section 3.2 of EDCO's franchise agreement. This review is conducted to evaluate the quality of refuse collection/disposal and recycling services provided by EDCO, as the City's exclusive waste and recycling hauler. Based on a finding of satisfactory performance, the City Manager is authorized to grant a one-year extension to the current term of your contract.

Our records indicate that the City has not received any service-related complaints over the past year. We are also pleased, once again, to report that every request for information generated by City staff on behalf of our residents was consistently responded to in a very timely manner. The level of service provided by EDCO has consistently met and exceeded the City's expectations this year. The City commends you and your staff's continued efforts in providing outstanding customer service to the residents of San Marcos.

The City continues to focus on implementing new programs in order to increase the City's waste diversion rate. Two new programs implemented this year, with your assistance, were special event recycling and a multi-family recycling pilot program to serve the City's apartment communities. According to the California Integrated Waste Management Board (CIWMB), the City's diversion rate in 2004 was 46%. According to the results of the City's new base year waste generation study, our revised diversion rate is 50%. The new base year waste generation study is expected to be approved by the CIWMB later this year. The City applauds your current waste diversion efforts on the City's behalf and looks forward to working together to maintain the state's mandated waste diversion rate of 50%. This will be a challenge while the City continues to grow and add new residents but we are confident that, together, we will meet this challenge.


CITY COUNCIL:

F.H. "Corky" Smith, Mayor Pia Harris-Ebert, Vice-Mayor Hal Martin Mike Preston Jim Desmond

Based on the above findings, and pursuant to City Council Resolution No. 88-2785, I am pleased to authorize a one-year extension of EDCO Waste and Recycling Services' contract to March 1, 2011.

Congratulations on the well-deserved extension of EDCO's contract with the City of San Marcos. If you would like to discuss this matter further, please call either Paul Malone or me at (760) 744-1050.

Sincerely,

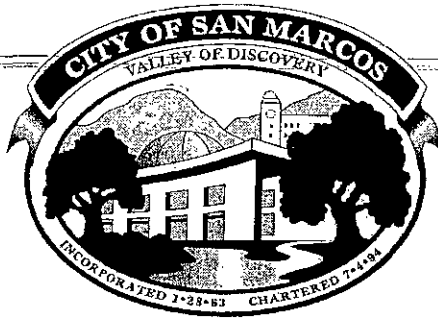
A handwritten signature in black ink, appearing to read 'R.W. Gittings', with a large, stylized flourish at the end.

R.W. Gittings  
City Manager

c. Paul Malone, Assistant City Manager

---

1 Civic Center Drive  
San Marcos, CA 92069-2918



Telephone  
760.744.1050  
FAX: 760.744.7543

February 16, 2007

Mr. Jeff Ritchie  
Vice President  
EDCO Waste & Recycling Services  
224 Las Posas Road  
San Marcos, CA 92078

RE: Annual Performance Review

Dear Mr. Ritchie:

The City is required to conduct an annual year-end review of EDCO's performance in San Marcos, per section 3.2 of EDCO's franchise agreement. This review is conducted to evaluate the quality of refuse collection/disposal services provided by EDCO, as the City's exclusive waste and recycling hauler. Based on a finding of satisfactory performance, the City Manager is authorized to grant a one-year extension to the current term of your contract.

We are pleased to report that the level of service provided by EDCO has definitely exceeded our expectations this year. The City has finally been recognized for all of your waste diversion efforts on our behalf. The California Integrated Waste Management Board (CIWMB) has approved the City's new base year waste generation study which resulted in a 2004 waste diversion rate of 52%. We are also pleased to report that the City's waste diversion rate for 2005 is 53%.

Based on the above findings, and pursuant to City Council Resolution No. 88-2785, I am authorizing a one-year extension of EDCO Waste and Recycling Services' contract to March 1, 2012. We look forward to working together to maintain the state's mandated waste diversion rate of 50%. Congratulations on the well-deserved extension of EDCO's contract with the City of San Marcos. If you would like to discuss this matter further, please call me at (760) 744-1050.

Sincerely,

Paul Malone  
City Manager

CITY COUNCIL:

Jim Desmond, Mayor

Hal Martin, Vice-Mayor

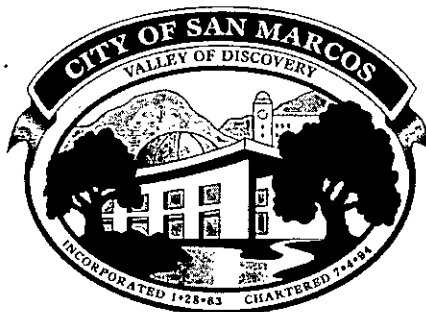
Mike Preston

Chris Orlando

Rebecca Jones

---

1 Civic Center Drive  
San Marcos, CA 92069-2918



---

Telephone  
760.744.1050  
FAX: 760.744.7543

February 29, 2008

Jeff Ritchie  
Vice President  
EDCO Waste & Recycling Services, Inc.  
224 Las Posas Road  
San Marcos, CA 92078

RE: Annual Performance Review

Dear Mr. Ritchie:

In accordance with the franchise agreement with EDCO Waste & Recycling Services section 3.2, the City is required to conduct a year-end review of the quality of refuse collection/disposal services provided by EDCO as the City's exclusive waste and recycling hauler. Based on a finding of satisfactory performance, the City Manager is authorized to grant a one-year extension to the current term of your contract.

Once again, we can report that the level of service provided by EDCO has exceeded our expectations. For the last two years, the City's waste diversion rate has been over 50%. After experiencing quite large increases in our yearly recycling rate when the City converted to commingling recycling containers, the City still has an average increase of 6% a year in residential recycling. This is the direct result of all of EDCO efforts at increasing the City's recycling rate. In addition, your customer service and sales staff are always extremely responsive to our residents needs and provide excellent service.

EDCO has assisted the City with disposal for several City projects this past year in addition to providing bins for the City's emergency horse shelter during last October's Witch Fire. On every occasion, when the City needed assistance with disposal, EDCO staff has responded quickly and with great efficiency.

Based on the above findings and pursuant to City Council Resolution No. 88-2785, I am authorizing a one-year extension of EDCO Waste and Recycling Services' contract to March 1, 2013. We look forward to working together to implement our pilot multi-family recycling program citywide this year and to maintaining the City's waste diversion rate above 50%, in order to remain in compliance with the state's mandated waste diversion rate of 50%. Congratulations on the well-deserved extension of EDCO's contract with the City of San Marcos. If you would like to discuss this matter further, please call me at (760) 744-1050.

Sincerely,

Paul Malone  
City Manager

CITY COUNCIL:

Jim Desmond, Mayor

Hal Martin, Vice-Mayor

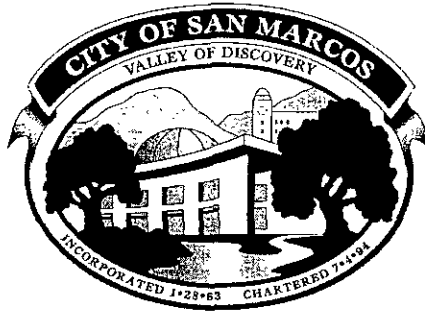
Mike Preston

Chris Orlando

Rebecca Jones



1 Civic Center Drive  
San Marcos, CA 92069-2918



Telephone  
760.744.1050  
FAX: 760.744.7543

May 27, 2008

Jeff Ritchie, Vice President  
EDCO Waste and Recycling Services  
224 S. Las Posas Road  
San Marcos, CA 92069-2421

RE: 2008 CPI Increase in Storm Water Management Fee

Dear Jeff:

The San Marcos City Council adopted resolution 2001-5684 authorizing a Storm Water Management Fee with the condition that the fee be increased on an annual basis in accordance with the Consumer Price Index for the San Diego region.

Because the Storm Water Management Fee increases every July 1<sup>st</sup>, please allow this letter to serve as a reminder to increase this fee according to calendar year 2007 CPI. The Bureau of Labor Statistics releases CPI information for the San Diego Region on a semi-annual basis. The most recent regional CPI numbers for 2007 show:

Annual Average Increase: 2.3%

Please increase the Storm Water Management Fee across the board by this percentage.

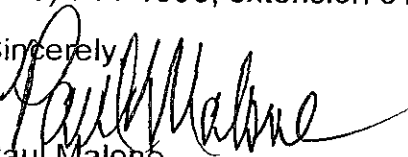
This increase will result in the following new Storm Water Management fees:

Residential:	\$2.10
Commercial 3-yard bin (1/week):	\$9.84

These fees are up from \$2.05 and \$9.62 respectively.

Please see to it that these fees are adjusted in time for the July billing. Thank you in advance for your attention to this matter. If you have any questions, please contact me at (760) 744-1050, extension 3115.

Sincerely,

  
Paul Malone  
City Manager

PM/jm

cc: Liliane Serio, Finance Director

CITY COUNCIL:

Jim Desmond, Mayor

Hal Martin, Vice-Mayor

Mike Preston

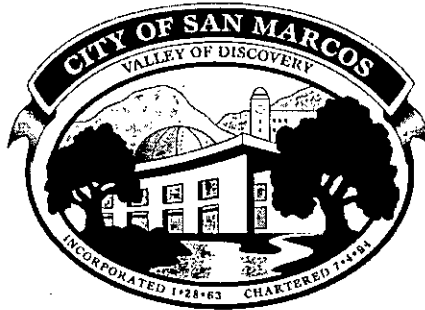
Chris Orlando

Rebecca Jones

Printed on 30% post-consumer recycled paper

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1 Civic Center Drive  
San Marcos, CA 92069-2918



---

Telephone  
760.744.1050  
FAX: 760.744.7543

May 19, 2009

Jeff Ritchie, Vice President  
EDCO Waste and Recycling Services  
224 S. Las Posas Road  
San Marcos, CA 92069-2421

RE: 2009 CPI Increase in Storm Water Management Fee

Dear Jeff:

The San Marcos City Council adopted resolution 2001-5684 authorizing a Storm Water Management Fee with the condition that the fee be increased on an annual basis in accordance with the Consumer Price Index for the San Diego region.

Because the Storm Water Management Fee increases every July 1<sup>st</sup>, please allow this letter to serve as a reminder to increase this fee according to calendar year 2008 CPI. The Bureau of Labor Statistics releases CPI information for the San Diego Region on a semi-annual basis. The most recent regional CPI numbers for 2008 show:

Annual Average Increase: 3.9%

Please increase the Storm Water Management Fee across the board by this percentage.

This increase will result in the following new Storm Water Management fees:

Residential:	\$2.18
Commercial 3-yard bin (1/week):	\$10.22

These fees are up from \$2.10 and \$9.84 respectively.

Please see to it that these fees are adjusted in time for the July billing. Thank you in advance for your attention to this matter. If you have any questions, please contact me at (760) 744-1050, extension 3115.

Sincerely,

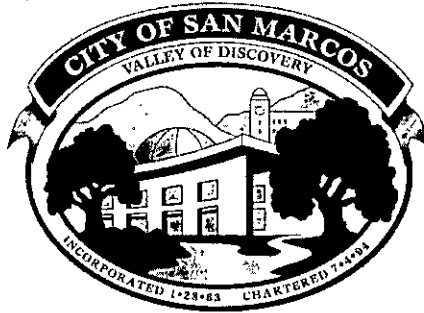
Paul Malone  
City Manager

PM/jm

cc: Liliane Serio, Finance Director

---

1 Civic Center Drive  
San Marcos, CA 92069-2918



---

Telephone  
760.744.1050  
FAX: 760.744.7543

May 27, 2010

Jeff Ritchie, Vice President  
EDCO Waste and Recycling Services  
224 S. Las Posas Road  
San Marcos, CA 92078

RE: 2010 Storm Water Management Fees

Dear Mr. Ritchie:

The San Marcos City Council adopted resolution 2001-5684 authorizing a storm water management fee with the condition that the fee be increased on an annual basis in accordance with the Consumer Price Index (CPI) for the San Diego region. The Bureau of Labor Statistics releases CPI information for the San Diego Region on a semi-annual basis.

The storm water management fee usually increases every July 1<sup>st</sup> due to an increase in the San Diego CPI. In 2009, for the first time since 1955, there was no increase in the CPI. Since there was no increase in the CPI for calendar year 2009, there will be no increase in the 2010 storm water management fee. The FY 2009/10 stormwater management fees will remain in effect for FY 2010/11. They are listed below for your reference.

Residential:	\$2.18
Commercial 3-yard bin (1/week):	\$10.22

Please note that on June 23, 2009, the San Marcos City Council increased the solid waste franchise fee from five percent (5%) to eight percent (8%), for a total of three percent (3%). The rate increase was spread over a two-year period; it increased 1.5% in FY 2009/10 and is scheduled to increase 1.5% in FY 2010/11. Please refer to the attached rate sheet and make the necessary adjustments in your July billing. Thank you in advance for your attention to this matter. If you have any questions, please contact me at (760) 744-1050, extension 3115.

Sincerely,

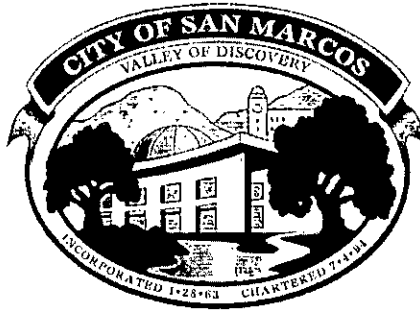
Paul Malone  
City Manager

PM/jm

cc: Liliane Serio, Finance Director

Enclosure: City of San Marcos Solid Waste Collection Rates Effective 7/01/10

1 Civic Center Drive  
San Marcos, CA 92069-2918



Telephone  
760.744.1050  
FAX: 760.744.7543

February 28, 2011

Jeff Ritchie  
Vice President  
EDCO Waste & Recycling Services, Inc.  
224 Las Posas Road  
San Marcos, CA 92078

RE: Annual Review of Solid Waste Franchise Agreement

Dear Mr. Ritchie:

The City is required to conduct an annual year-end review of EDCO's performance in San Marcos, per section 3.2 of EDCO's franchise agreement. This review is conducted to evaluate the quality of service provided by EDCO as the City's exclusive waste and recycling hauler. Based on a finding of satisfactory performance, the City Manager is authorized to grant a one-year extension to the current term of your contract.

We are pleased to report that your company's performance has exceeded our expectations again this year. There are many accomplishments to list; however, the most important is the implementation of multi-family recycling in the City's apartment communities. This effort will greatly assist the City in meeting the state-mandated waste diversion requirements.

Our performance review records show that when an issue from a resident is referred to EDCO for action, the request is handled courteously, in a timely manner and to the resident's satisfaction. This year EDCO has assisted the City with seven projects in addition to the City's annual Volunteer Improvement and Beautification Event (VIBE). At this year's VIBE, over 15 tons of debris was removed from one neighborhood. Once again, thanks to EDCO, our event was a huge success.

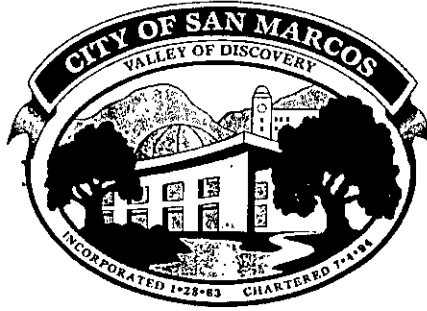
Based on the above findings and pursuant to City Council Resolution No. 88-2785, I am authorizing a one-year extension of EDCO Waste and Recycling Services' contract to March 1, 2016. Congratulations on the well-deserved extension of EDCO's contract with the City of San Marcos. If you would like to, discuss this matter further, please call me at (760) 744-1050.

Sincerely,

Paul Malone  
City Manager

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1 Civic Center Drive  
San Marcos, CA 92069-2918



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Telephone  
760.744.1050  
FAX: 760.744.7543

February 23, 2012

Jeff Ritchie  
Vice President  
EDCO Waste & Recycling Services, Inc.  
224 Las Posas Road  
San Marcos, CA 92078

RE: Annual Performance Review

Dear Mr. Ritchie:

In accordance with the franchise agreement with EDCO Waste & Recycling Services section 3.2, the City is required to conduct a year-end review of the quality of service provided by EDCO as the City's exclusive waste and recycling hauler. Based on a finding of satisfactory performance, the City Manager is authorized to grant a one-year extension to the current term of your contract.

We are pleased to report that over the past year, the quality of your company's service provision has well exceeded our expectations. Upon review of our records, only two calls were received from residents with issues about the truck start time on their street. Once we shared this with your staff, the residents' issues were quickly resolved to their satisfaction. Your customer service and sales staff are always extremely responsive and continue to provide excellent service.

EDCO assisted the City with disposal for many City projects this year, in addition to participating in the City's annual Volunteer Improvement and Beautification Event (VIBE). This year's VIBE included a home which had an unusually large amount of accumulated trash. Your staff worked diligently alongside our volunteers until this trash was disposed. On every occasion, when the City needed assistance with disposal, EDCO staff has responded quickly and with great efficiency.

Based on the above findings and pursuant to City Council Resolution No. 88-2785, I am authorizing a one-year extension of EDCO Waste and Recycling Services' contract to March 1, 2017. We look forward to working together to remain in compliance with the state's mandated waste diversion requirement and the state's new mandatory commercial recycling provisions. Congratulations on the well-deserved extension of EDCO's contract with the City of San Marcos. If you would like to discuss this matter further, please call me at (760) 744-1050.

Sincerely,

Paul Malone  
City Manager



January 30, 2013

Jeff Ritchie  
Vice President  
EDCO Waste & Recycling Services, Inc.  
224 Las Posas Road  
San Marcos, CA 92078

RE: Annual Performance Review

Dear Mr. Ritchie:

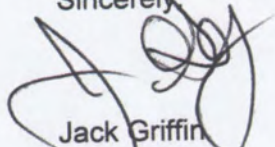
In accordance with the franchise agreement with EDCO Waste & Recycling Services section 3.2, the City is required to conduct a year-end review of the quality of service provided by EDCO as the City's exclusive waste and recycling hauler. Based on a finding of satisfactory performance, the City Manager is authorized to grant a one-year extension to the current term of your contract.

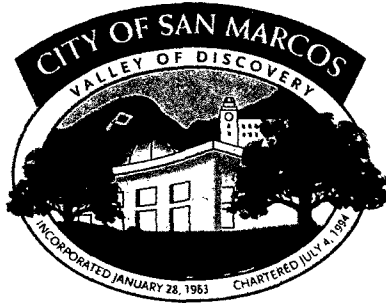
We are pleased to report that the City has been very satisfied with your company's efforts and your service provision has been excellent. This past year EDCO assisted the City with several projects, including expending significant staff time working with businesses to implement the state's new mandatory commercial recycling legislation. For the City's annual Volunteer Improvement and Beautification Event (VIBE), EDCO placed several 40-yd bins throughout the neighborhood for residents' use. This resulted in over 36 tons of debris collected. Once again, thanks to the donation of trash services and EDCO staff, this event was a huge success.

In an effort to reduce the amount of waste from San Marcos that goes into the landfill, EDCO continues to increase the types of material accepted for recycling at the Recycling Buyback Center. Rigid plastic, large styrofoam and home-generated sharps were added to the list of items that are now accepted. The buyback center has evolved into a convenient, one-stop recycling center for San Marcos residents.

Based on the above findings and pursuant to City Council Resolution No. 88-2785, I am authorizing a one-year extension of EDCO Waste and Recycling Services' contract to March 1, 2018. Congratulations on the well-deserved extension of EDCO's contract with the City of San Marcos. If you would like to discuss this matter further, please call me at (760) 744-1050.

Sincerely,

  
Jack Griffin  
City Manager



January 30, 2014

Jeff Ritchie  
Vice President  
EDCO Waste & Recycling Services, Inc.  
224 Las Posas Road  
San Marcos, CA 92078

RE: Annual Performance Review

Dear Mr. Ritchie:

In accordance with the franchise agreement with EDCO Waste & Recycling Services section 3.2, the City is required to conduct a year-end review of the quality of service provided by EDCO as the City's exclusive waste and recycling hauler. Based on a finding of satisfactory performance, the City Manager is authorized to grant a one-year extension to the current term of your contract.

We are pleased to report that the City continues to be very satisfied with your company's service provision. Your customer service, sales and operations staff are always very courteous and provide exceptional service to our residents and businesses. EDCO also assisted the City with disposal and recycling for several City projects this year.

We are fortunate to have the EDCO Recycling Buyback Center here in San Marcos. The buyback center is a convenient, one-stop recycling center for our residents. Thankfully, EDCO continues to increase the types of material accepted for recycling at the buyback center and through the curbside recycling program. This year cartons were added to the list of items that are now accepted for recycling.

We look forward to working with you to increase the amount of businesses that are recycling in San Marcos to ensure continued compliance with state's mandatory commercial recycling legislation, AB 341 and AB 939, the state's mandatory waste diversion requirements.

Based on the above findings and pursuant to City Council Resolution No. 88-2785, I am authorizing a one-year extension of EDCO Waste and Recycling Services' contract to March 1, 2019. Congratulations on the one-year extension of EDCO's current contract with the City of San Marcos. If you would like to discuss this matter further, please call me at (760) 744-1050.

Sincerely,

Jack Griffin  
City Manager





January 13, 2015

Jeff Ritchie, Vice President  
EDCO Waste & Recycling Services, Inc.  
224 Las Posas Road  
San Marcos, CA 92078

Re: Annual Performance Review

Dear Mr. Ritchie:

In accordance with Section 3.2 of the franchise agreement with EDCO Waste & Recycling Services, the City is required to conduct a year-end review of the quality of service provided by EDCO as the City's exclusive waste and recycling hauler. Based on a finding of satisfactory performance, the City Manager is authorized to grant a one-year extension to the current term of your contract.

We are pleased to report that the City continues to be very satisfied with your company's services. Your customer service, sales, and operations staff are always very courteous and provide exceptional service to our residents, businesses, and City staff.

Just like in previous years, EDCO has also assisted the City with disposal and recycling for many City projects this year. We especially appreciated the help that the company offered and provided as part of the cleanup for the May 2014 wildfires. Your prompt assistance was instrumental in making the cleanup a success.

Residents are also benefiting from the new automated green-waste carts that were provided free of charge in September. The carts provide an easy way for the community to collect grass, leaves, and brush and keep these items out of landfills. We look forward to continuing our joint efforts to increase the number of residents and businesses that are recycling to ensure our ongoing compliance with the state's mandatory waste diversion requirements.

Based on the above findings and pursuant to City Council Resolution No. 88-2785, I am authorizing a one-year extension of EDCO Waste and Recycling Services' contract to March 1, 2020.

Congratulations on the one-year extension. If you would like to discuss this matter further, please feel free to call me at (760) 744-1050.

Sincerely,



Jack Griffin  
City Manager





February 1, 2016

Jeff Ritchie, Vice President  
EDCO Waste & Recycling Services, Inc.  
224 Las Posas Road  
San Marcos, CA 92078

Re: Annual Performance Review

Dear Mr. Ritchie:

In accordance with Section 3.2 of the franchise agreement with EDCO Waste & Recycling Services, the City is required to conduct a year-end review of the quality of service provided by EDCO as the City's exclusive waste and recycling hauler. Based on a finding of satisfactory performance, the City Manager is authorized to grant a one-year extension to the current term of your contract.

We are pleased to report that the City continues to be very satisfied with your company's services. Your customer service, sales, and operations staff are always very courteous and provide prompt and exceptional service to our residents, businesses, and City staff.

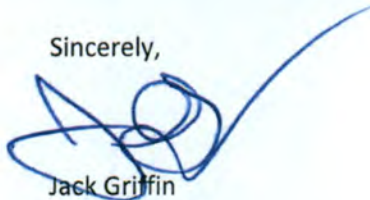
Just like in previous years, EDCO has also assisted the City with disposal and recycling for many City projects this year. We especially appreciate the help that the company is providing as part of the weed abatement in the San Marcos Creek in preparation for the winter storms. Your rapid assistance, flexibility, and patience has been instrumental in making the cleanup a success.

We look forward to continuing our joint efforts to increase the number of residents and businesses that are recycling to ensure our ongoing compliance with the state's mandatory waste diversion requirements. Your guidance in helping the City implement its requirements under the state's new organics recycling law is also appreciated.

Based on the above findings and pursuant to City Council Resolution No. 88-2785, I am authorizing a one-year extension of EDCO Waste and Recycling Services' contract to March 1, 2021.

Congratulations on the one-year extension. If you would like to discuss this matter further, please feel free to call me at (760) 744-1050.

Sincerely,



Jack Griffin  
City Manager



January 30, 2017

Elmer Heap, Division Manager  
EDCO Waste & Recycling Services, Inc.  
224 Las Posas Road  
San Marcos, CA 92078

Re: Annual Performance Review

Dear Mr. Heap:

In accordance with Section 3.2 of the franchise agreement with EDCO Waste & Recycling Services, the City is required to conduct a year-end review of the quality of service provided by EDCO as the City's exclusive waste and recycling hauler. Based on a finding of satisfactory performance, the City Manager is authorized to grant a one-year extension to the current term of your contract.

We are pleased to report that the City continues to be very satisfied with your company's services. Your customer service, sales, and operations staff are always very courteous and provide prompt and exceptional service to our residents, businesses, and City staff.

Just like in previous years, EDCO has also assisted the City with disposal and recycling for many City-initiated projects this year. We especially appreciate the continued help that the company has provided as part of our weed abatement program. Your rapid assistance and flexibility has been instrumental in making the cleanup a success. I know our residents also welcome your additional free services, including the very popular e-waste and shredding event, as well as your Christmas tree recycling drop-off – both of which saw significant increases in turnout over the past year.

We look forward to continuing our joint efforts to increase the number of residents and businesses that are recycling to ensure our ongoing compliance with the state's mandatory waste diversion requirements. Your help in implementing the state's new organics recycling law is also appreciated.

Based on the above findings and pursuant to City Council Resolution No. 88-2785, I am authorizing a one-year extension of EDCO Waste and Recycling Services' contract to March 1, 2022.

Congratulations on the one-year extension. If you would like to discuss this matter further, please feel free to call me at (760) 744-1050.

Sincerely,



Jack Griffin  
City Manager

# **RESOLUTIONS**

## **EDCO DISPOSAL**

**FEE RATES**

**FEE SCHEDULES**

**NAME CHANGE FROM MASHBURN TO EDCO**

**OTHERS**



RESOLUTION NO. 88- 2785

A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF SAN MARCOS APPROVING AN AGREEMENT  
FOR REFUSE COLLECTION AND DISPOSAL SERVICES  
WITH MASHBURN SANITATION COMPANY

WHEREAS, the San Marcos City Council has determined that a sole source contract for refuse collection and disposal services to occupied premises in San Marcos would best serve the interests of the City; and

WHEREAS, the City has previously entered into such contracts with Mashburn Sanitation Company, awarding said firm the sole and exclusive right to perform such services within the corporate limits of San Marcos; and

WHEREAS, such contracts have been executed, for terms of five (5) years, with options to extend for a like period of time, from 1963 to the present; and

WHEREAS, the most recently approved five (5) year term of said contract expires on March 26, 1988; and

WHEREAS, the City's contractual relationship with Mashburn Sanitation has historically yielded consistently high levels of service and customer satisfaction.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of San Marcos does hereby approve and authorize a new agreement awarding a sole and exclusive franchise for the collection and disposal of refuse materials to Mashburn Sanitation Company for a period of five (5) years with an option for extending the franchise agreement beyond March 1993 through one of two alternatives:

- a) add an additional five (5) year option to extend the franchise agreement through March of 1998; or
- b) adding an additional year to the current 5 year option to extend (ending in March of 1993) at the end of each calendar year upon the successful conclusion of an administrative review and evaluation of the service provided by Mashburn Sanitation.

Alternative (b) would provide for a continuous 5 year franchise agreement until such time as the administrative evaluation determined that the franchise agreement was no longer in the City's best interest and should therefore be altered.

PASSED, APPROVED AND ADOPTED by the City Council of the City of San Marcos at its regular meeting held on the 23rd day of February, 1988 by the following roll call vote:

AYES:	COUNCILMEMBERS:	HARRIS, LOSCHER, PRESTON, SMITH, THIBADEAU
NOES:	COUNCILMEMBERS:	NONE
ABSENT:	COUNCILMEMBERS:	NONE

ATTEST:

  
SHEILA A. KENNEDY, CITY CLERK

  
LEE B. THIBADEAU, MAYOR  
CITY OF SAN MARCOS

0028r/ADMIN

RESOLUTION NO. 95-4590

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS APPROVING AN AMENDED RATE SCHEDULE FOR SOLID WASTE COLLECTION AND RECYCLING SERVICES

WHEREAS, Mashburn Sanitation Company currently provides refuse collection, curbside recycling, and green waste services within San Marcos pursuant to its franchise agreement with the City; and

WHEREAS, said agreement provides for periodic adjustment of the rates charged for such services, to reflect operational savings realized from decreases in landfill tip fees charged at County landfills; and

WHEREAS, the County Board of Supervisors and Solid Waste Management Authority approved a landfill tip fee decrease of \$7.50 per ton, effective July 1, 1995; and

WHEREAS, pursuant to Section 5.16 of its franchise agreement, Mashburn Sanitation has submitted a proposal for downward adjustment of its service rates to reflect a pass-through of savings associated with said decrease; and

WHEREAS, Mashburn has incurred, without reimbursement to date, \$234,289 in landfill tip fee surcharges assessed against waste generated within the City of San Marcos from October 1, 1994 to January 31, 1995; and

WHEREAS, for the balance of Fiscal Year 1995-96, Mashburn has proposed a pass through of July 1, 1995 tip fee savings in a manner which would permit full recovery of the firm's expense in connection with same; and

WHEREAS, thereafter, the full benefit of the July 1, 1995 tip fee reduction would be passed through to the firm's San Marcos customers beginning in Fiscal Year 1996-97; and

WHEREAS, the City Council has reviewed Mashburn's assumptions and calculations in support of this proposal and found them to be an accurate reflection of savings due San Marcos ratepayers in connection with the referenced tip fee reduction, net of surcharge costs.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of San Marcos does hereby establish the following amended rate schedule for refuse collection and recycling services within the City, said schedule to take effect September 1, 1995:

<u>City of San Marcos Residential Waste Collection Service Rates</u> <u>Effective September 1, 1995*</u>			
	<u>Current Monthly Rates</u>	<u>Rate Decrease</u>	<u>New Monthly Rates</u>
Residential Street	\$15.82	\$ .15	\$15.67
Yard Stop A	\$20.13	\$ .15	\$19.98
Yard Stop B	\$24.18	\$ .15	\$24.03
Yard Stop C	\$29.82	\$ .15	\$29.67
Easement 1	\$17.06	\$ .15	\$16.91
Easement 2	\$18.30	\$ .15	\$18.15
...			
Residential Units			
First Unit	\$15.82	\$ .15	\$15.67
Each Additional Unit	\$14.30	\$ .15	\$14.15
Family Mobile Home Park	\$13.79	\$ .15	\$13.64
Adult Mobile Home Park	\$13.16	\$ .15	\$13.01

- \* Combined waste collection and (where applicable) curbside recycling and green waste rates

**City of San Marcos Commercial Waste Collection Service Rates**  
**Effective September 1, 1995**

**2 CUBIC YARD BIN**

<u>Service Frequency</u>	<u>Current Rate</u>	<u>Rate Decrease</u>	<u>New Rate</u>
1 time per week	\$ 66.99	\$ 1.04	\$ 65.95
2 times per week	\$122.40	\$ 2.08	\$120.32
3 times per week	\$177.83	\$ 3.12	\$174.71
4 times per week	\$233.32	\$ 4.16	\$229.16
5 times per week	\$288.67	\$ 5.20	\$283.47
6 times per week	\$344.09	\$ 6.24	\$337.85

**3 CUBIC YARD BIN**

<u>Service Frequency</u>	<u>Current Rate</u>	<u>Rate Decrease</u>	<u>New Rate</u>
1 time per week	\$ 92.86	\$ 1.56	\$ 91.30
2 times per week	\$168.37	\$ 3.12	\$165.25
3 times per week	\$243.88	\$ 4.68	\$239.20
4 times per week	\$319.51	\$6.24	\$313.27
5 times per week	\$394.91	\$ 7.80	\$387.11
6 times per week	\$470.42	\$ 9.36	\$461.06

**4 CUBIC YARD BIN**

<u>Service Frequency</u>	<u>Current Rate</u>	<u>Rate Decrease</u>	<u>New Rate</u>
1 time per week	\$123.82	\$ 2.08	\$121.74
2 times per week	\$224.80	\$ 4.16	\$220.64
3 times per week	\$325.18	\$ 6.24	\$318.94
4 times per week	\$425.99	\$ 8.32	\$417.67
5 times per week	\$526.55	\$10.40	\$516.15
6 times per week	\$627.23	\$12.48	\$614.75

**5 CUBIC YARD BIN**

<u>Service Frequency</u>	<u>Current Rate</u>	<u>Rate Decrease</u>	<u>New Rate</u>
1 time per week	\$144.61	\$ 2.60	\$142.01
2 times per week	\$260.30	\$ 5.20	\$255.10
3 times per week	\$376.00	\$ 7.80	\$368.20
4 times per week	\$491.88	\$10.40	\$481.48
5 times per week	\$607.40	\$13.00	\$594.40
6 times per week	\$723.12	\$15.60	\$707.52



PASSED, APPROVED AND ADOPTED by the City Council of the City of San Marcos,  
California at its regular meeting held on the 22nd day of August, 1995, by the following roll call  
vote:

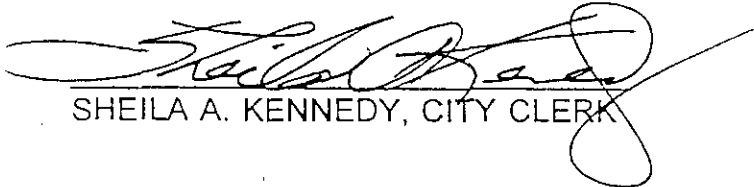
AYES: COUNCILMEMBERS: GENTRY, YOCUM, SMITH

NOES: COUNCILMEMBERS: NONE

ABSENT: COUNCILMEMBERS: EVANS, HARRIS

  
F. H. "CORKY" SMITH, MAYOR

ATTEST:

  
SHEILA A. KENNEDY, CITY CLERK

RESOLUTION NO. 96-4720

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS APPROVING AN AMENDED RATE SCHEDULE FOR SOLID WASTE COLLECTION AND RECYCLING SERVICES

WHEREAS, Mashburn Waste & Recycling Services currently provides refuse collection, curbside recycling and green waste diversion services within San Marcos pursuant to a franchise agreement with the City; and

WHEREAS, that agreement provides for periodic adjustment of the rates charged for such services, to reflect savings derived from reductions in the tip fees charged by operators of solid waste facilities; and

WHEREAS, the County Board of Supervisors and Solid Waste Management Authority approved two landfill tip fee reductions of \$7.50 per ton each, effective July 1, 1995; and July 1, 1996, respectively; and

WHEREAS, in August, 1995, the City Council approved a rate amendment reflecting a partial pass-through of savings associated with the first of these tip fee reductions to enable Mashburn to recoup, in Fiscal Year 1995-96, tip fee surcharges incurred by that firm from October 1994 to January, 1995; and

WHEREAS, the City Council resolution approving that rate reduction stipulated that the full benefit of the July 1995, tip fee reduction would be realized by San Marcos ratepayers in the form of a supplemental pass-through of savings in Fiscal Year 1996-97; and

WHEREAS, ratepayers are further entitled to a direct pass-through of savings associated with the July, 1996 tip fee reduction; and

WHEREAS, Mashburn has submitted a proposed rate schedule which would effect a pass-through of the balance of the savings resulting from the 1995 tip reduction and all of savings

derived from the 1996 tip fee reduction, commencing with the firm's September, 1996 billing; and

WHEREAS, the proposed pass-throughs are net of increased green waste tip fee costs incurred by Mashburn since July 1, 1996.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of San Marcos does hereby establish the following amended rate schedule for refuse collection and recycling services within the City, effective September 1, 1996:

<u>City of San Marcos Residential Waste Collection Service Rates</u> <u>Effective September 1, 1996*</u>		
	<u>Current Monthly Rates</u>	<u>New Monthly Rates</u>
Residential Street	\$15.67	\$14.57
Yard Stop A	\$19.98	\$18.88
Yard Stop B	\$24.03	\$22.93
Yard Stop C	\$29.67	\$28.57
Easement 1	\$16.91	\$15.81
Easement 2	\$18.15	\$17.05
Residential Units		
First Unit	\$15.67	\$14.57
Each Additional Unit	\$14.15	\$13.05
Family Mobile Home Park	\$13.64	\$12.54
Adult Mobile Home Park	\$13.01	\$11.91

\* Combined waste collection and (where applicable) curbside recycling and green waste rates

<b>City of San Marcos Commercial Waste Collection Service Rates</b> <b>Effective September 1, 1996</b>		
<b>2 CUBIC YARD BIN</b>		
<u>Service Frequency</u>	<u>Current Rate</u>	<u>New Rate</u>
1 time per week	\$ 65.95	\$56.86
2 times per week	\$120.32	\$102.14
3 times per week	\$174.71	\$147.96
4 times per week	\$229.16	\$192.79
5 times per week	\$283.47	\$238.01
6 times per week	\$337.85	\$283.30
<b>3 CUBIC YARD BIN</b>		
<u>Service Frequency</u>	<u>Current Rate</u>	<u>New Rate</u>
1 time per week	\$ 91.30	\$ 77.67
2 times per week	\$165.25	\$137.98
3 times per week	\$239.20	\$198.28
4 times per week	\$313.27	\$258.72
5 times per week	\$387.11	\$318.93
6 times per week	\$461.06	\$379.23
<b>4 CUBIC YARD BIN</b>		
<u>Service Frequency</u>	<u>Current Rate</u>	<u>New Rate</u>
1 time per week	\$121.74	\$103.56
2 times per week	\$220.64	\$184.27
3 times per week	\$318.94	\$264.39
4 times per week	\$417.67	\$344.93
5 times per week	\$516.15	\$425.22
6 times per week	\$614.75	\$505.64
<b>5 CUBIC YARD BIN</b>		
<u>Service Frequency</u>	<u>Current Rate</u>	<u>New Rate</u>
1 time per week	\$142.01	\$119.28
2 times per week	\$255.10	\$209.64
3 times per week	\$368.20	\$300.01
4 times per week	\$481.48	\$390.55
5 times per week	\$594.40	\$480.74
6 times per week	\$707.52	\$571.13

PASSED, APPROVED AND ADOPTED by the City Council of the City of San Marcos,  
California at its regular meeting held on the 27th day of August, 1996, by the following roll call  
vote:


AYES: COUNCILMEMBERS: EVANS, GENTRY, HARRIS, YOCUM, SMITH

NOES: COUNCILMEMBERS: NONE

ABSENT: COUNCILMEMBERS NONE

  
F. H. "CORKY" SMITH, MAYOR

ATTEST:

  
SHEILA A. KENNEDY, CITY CLERK

RESOLUTION NO. 97-4811

A RESOLUTION OF THE SAN MARCOS CITY COUNCIL AUTHORIZING  
PURSUIT OF AN AGREEMENT FOR ONE OR MORE SOLID WASTE  
DISPOSAL OPTIONS

WHEREAS, depositions of solid waste to the San Marcos Landfill will cease at close of business on March 11, 1997; and

WHEREAS, closure of the Landfill necessitates the evaluation of, and selection from among, certain waste disposal options for the City of San Marcos and other north county communities; and

WHEREAS, staff and Mashburn waste and Recycling Services have identified a number of feasible alternatives and ranked them in order of availability and cost-effectiveness.

NOW THEREFORE, the City Council resolves as follows:

The City Manager and Mashburn Waste & Recycling Services are hereby authorized to pursue an agreement for one or more of the following solid disposal alternatives in the order of priority noted:

1. Effective March 12, use of Palomar Transfer Station pursuant to a negotiated "day rate" not to exceed \$38 per ton, with no long term commitment of waste;
2. Once available, and presuming tip fees and other terms competitive with the Palomar facility, potential use of the EDI transfer station in Escondido;
3. In the absence of either of the above alternatives, direct haul to either the Sycamore or Miramar Landfills, dependent upon which site offers the most attractive terms and entails the lowest overall costs;
4. Other cost-competitive options as they become available.

BE IT FURTHER RESOLVED that any adjustments to Mashburn's waste service fee schedule occasioned by the select alternative shall be approved by the City Council prior to execution of a binding commitment of City waste to same.

PASSED, APPROVED AND ADOPTED by the City Council of the City of San Marcos, California at its regular meeting held on the 25th day of February, 1997, by the following roll call vote:

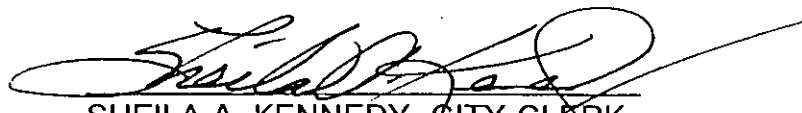
AYES: COUNCILMEMBERS: ANDRADE, GENTRY, HARRIS-EBERT, MARTIN, SMITH

NOES: COUNCILMEMBERS: NONE

ABSENT: COUNCILMEMBERS: NONE

  
F. H. "CORKY" SMITH, MAYOR

ATTEST:

  
SHEILA A. KENNEDY, CITY CLERK

RESOLUTION NO. 98-5064

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
SAN MARCOS APPROVING THE SALE OF MASHBURN  
WASTE & RECYCLING SERVICES AND TRANSFER OF  
THE CITY'S SOLID WASTE FRANCHISE AGREEMENT TO  
EDCO DISPOSAL CORPORATION

WHEREAS, Section 8.68.290 of the San Marcos Municipal Code confers upon the City Council the right to issue, and approve any subsequent transfer of, an exclusive franchise for the collection and disposal of solid waste and recyclables within the City limits; and

WHEREAS, the City Council has previously entered into an exclusive franchise ("Agreement") for such services with Mashburn Waste & Recycling Services; and

WHEREAS, said Agreement also requires the City's prior written consent to the transfer of any rights conferred thereunder; and

WHEREAS, Mashburn ownership has advised of EDCO Disposal Corporation's proposed acquisition of a 100% ownership interest in the firm and formally requested City Council approval of that purchase and the concurrent transfer of Mashburn's franchise with the City; and

WHEREAS, review of EDCO's finances, experience and corporate philosophy indicates the company is well qualified to assume the duties of the City's exclusive provider of waste and recycling services.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of San Marcos, that transfer of the City's current solid waste franchise agreement with Mashburn Waste & Recycling Services to EDCO Disposal Corporation is hereby approved, effective upon the date the latter acquires a 100% interest in Mashburn.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of San Marcos at its regular meeting held on the 14th day of July, 1998 by the following roll call vote:

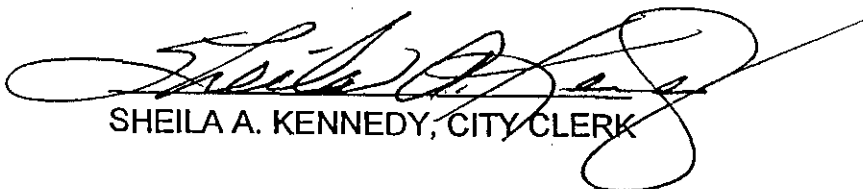
AYES: COUNCILMEMBERS: ANDRADE, GENTRY, HARRIS-EBERT, MARTIN,  
SMITH

NOES: COUNCILMEMBERS: NONE

ABSENT: COUNCILMEMBERS: NONE

  
F. H. "CORKY" SMITH, MAYOR

ATTEST:

  
SHEILA A. KENNEDY, CITY CLERK



RESOLUTION NO. 2000-5368

A RESOLUTION OF THE SAN MARCOS CITY COUNCIL  
APPROVING AN AUTOMATED RESIDENTIAL WASTE  
COLLECTION SYSTEM AND AUTHORIZING A "SECOND  
CAN" CHARGE IN CONNECTION THEREWITH

WHEREAS, the City of San Marcos presently contracts with EDCO Waste and Recycling Services, Inc. for waste collection services; and

WHEREAS, EDCO is seeking permission to implement an automated single-family residential waste collection program in San Marcos; and

WHEREAS, said program would yield greater operating efficiencies than the present manual loading system, resulting in fewer truck trips on city streets and a corresponding reduction in pollution; and

WHEREAS, conversion to an automated system would be accomplished at no cost to the City or public, except for a "second can" charge of \$3.25 per month for households requesting a second 90 gallon waste container; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SAN MARCOS AS FOLLOWS:

1. The Automated Residential Collection Program Implementation Schedule outlined in Exhibit "A" hereto is approved.
2. Except as provided in #3, below, automation shall be implemented at no cost to the City or EDCO's San Marcos customer base.
3. EDCO's rate schedule for waste & recycling services is hereby amended to provide for a \$3.25 per month "second can" charge to


households requesting a second 90 gallon waste container in connection with the automated collection program.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of San Marcos this 25th day of January, 2000, by the following roll call votes:

AYES: COUNCILMEMBERS: HARRIS, MARTIN, McAULEY, ROZMUS, SMITH

NOES: COUNCILMEMBERS: NONE

ABSENT: COUNCILMEMBERS: NONE

  
F. H. "Corky" Smith, Mayor  
City of San Marcos

ATTEST:

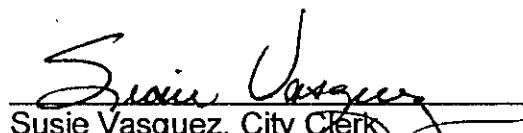
  
Susie Vasquez, City Clerk  
City of San Marcos

EXHIBIT "A"

City of San Marcos Automated Collection Program  
Implementation Schedule

<u>Month</u>	<u>Activity</u>
Jan. 25	City of San Marcos approves program at City Council Meeting.
Jan. 26	Begin drafting public information flyers, brochure, reminder tags, newspaper ads and <i>Environmental Times</i> newsletter articles.
Mar. 13	Issue press release about the proposed automated service.
April	Review initial drafts of automated collection program brochure, reminder tags, public information flyers and advertisements.  Contact community groups and service organizations to schedule presentations about the coming automated service.
July	Deliver automated collection trucks to EDCO Waste & Recycling Services. Begin driver training on the new equipment. Publish advertisements in local newspaper about upcoming automated service.
July 3	Hire temporary employees for cart assembly and delivery crew. Approve final drafts of automated program brochure, reminder tags and new service announcement flyers; print materials.
August	Assemble automated program information packets (attached to carts on delivery). Set up display of new automated carts at City offices and Community Center.
Aug. 03	Deliver automated carts to assembly site. Begin cart assembly (attach wheels and lids). Develop customer data base forms for entering serial numbers from carts during delivery.
Aug. 14	Distribute informational flyers in residential curbside recycling containers 8/16-8/31.
Sep. 04	Distribute informational flyer in San Marcos residential billing.
Sep. 11	Automated cart delivery to San Marcos residents, Sep. 11-15.
Sep. 18	Automated collection supported by manual pick-up for two weeks. Collect unwanted trash cans for two weeks.
Oct. 02	Begin fully automated collection throughout the city.

RESOLUTION NO. 2001-5684

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS APPROVING AN AMENDED RATE SCHEDULE FOR SOLID WASTE COLLECTION AND RECYCLING SERVICES, AN INCREASED AB 939 FEE AND A NEW STORM WATER MANAGEMENT FEE

WHEREAS, EDCO Waste and Recycling Services, Inc. currently provides refuse collection and curbside recycling services within San Marcos pursuant to its franchise agreement with the City; and

WHEREAS, said agreement provides for periodic adjustment in the rates charged for such services, to offset increased operating and capital costs associated with inflation; and

WHEREAS, EDCO has incurred significant "cost of living" expenses since its last CPI rate adjustment in 1994; and

WHEREAS, pursuant to Sections 5.16 and 5.17 of its franchise agreement, EDCO has submitted a request for adjustment of its service rates to offset these expenses; and

WHEREAS, the City Council has reviewed EDCO's proposed rate adjustments and found them to conform to the rate adjustment provisions of the franchise agreement; and

WHEREAS, AB 939 imposes numerous source reduction and recycling duties on cities and counties and authorizes affected jurisdictions to recover their actual costs of implementing those unfunded mandates; and

WHEREAS, the City has determined that its direct cost of implementing the mandates of AB 939 amount to some \$75,000 annually; and

WHEREAS, the Federal Clean Water Act ("The Act") imposes significant, and similarly unfounded, storm water management duties upon the City, via the San Diego Regional Water Quality Control Board NPDES compliance program; and

WHEREAS, the City has determined that its NPDES compliance costs will run to a minimum of \$1,361,623 annually, and as high as \$2,474,490 in the near term; and

WHEREAS, both AB 939 and The Act impose significant penalties upon those jurisdictions which fail to comply with their provisions.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of San Marcos as follows:

1. The amended Solid Waste & Recycling Services Rate Schedule attached as Exhibit A hereto is adopted, effective July 1, 2001.
2. A monthly AB 939 implementation fee equivalent to 3% of the prevailing waste collection and recycling charge(s) for each category of residential service is adopted, effective July 1, 2001, pursuant to Exhibit A hereto. Said fee shall adjust automatically and concurrently with future adjustments to the Solid Waste & Recycling Services Rate Schedule.
3. A City-wide Storm Water Management Fee applicable to all residential and business waste & recycling accounts is hereby adopted, effective July 1, 2001, pursuant Exhibit A hereto. Such fees shall adjust automatically, and without need for further City Council action each July 1st, pursuant to the Consumer Price Index for the San Diego region, or the successor thereto, until such time as the revenues generated therefrom are sufficient to offset the City's full cost of complying with NPDES storm water management requirements..

4. The City Council hereby finds that the referenced AB 939 fee and city-wide storm water management fee are necessary to recover a portion of the City's direct costs of implementing state and/or federal requirements related to such programs and, in the absence of state and federal assistance for these unfunded mandates, are critical to the City's ability to comply with same and avoid statutory sanctions.

BE IT FURTHER RESOLVED that the above rates shall take effect July 1, 2001.

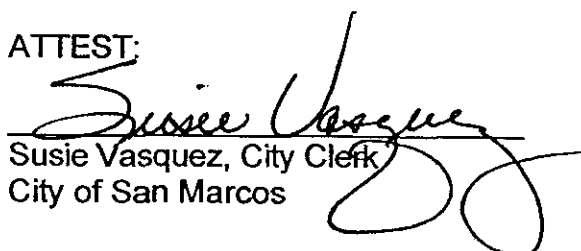
PASSED, APPROVED AND ADOPTED by the City Council of the City of San Marcos, California at their regular meeting held on the 26th day of June, 2001, by the following roll call vote:

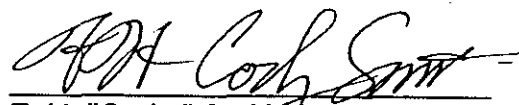
AYES: COUNCILMEMBERS: HARRIS, MARTIN, ROZMUS, THIBADEAU, SMITH

NOES: COUNCILMEMBERS: NONE

ABSENT: COUNCILMEMBERS: NONE

ATTEST:

  
Susie Vasquez, City Clerk  
City of San Marcos

  
F. H. "Corky" Smith, Mayor  
City of San Marcos

**Exhibit A CC Resolution No. 01-**  
**EDCO Waste and Recycling Services, Inc.**  
**Rate Schedule**  
**Effective July 1, 2001 for FY 2001-02**

Service Level	Current Rate	Incremental		Total Rate Increase	New Rate	New AB 939 Fee @ 3%	Stormwater Management Fee	Total Charges
		CPI Increase 6.80%	Franchise Fee @5%					
<b>Residential Street</b>	\$14.57	0.99	0.05	1.04	\$15.61	0.44	1.65	\$17.70
<b>Yard Stop A</b>	\$18.18	1.24	0.06	1.30	\$19.48	0.55	1.65	\$21.68
<b>Yard Stop B</b>	\$22.93	1.56	0.08	1.64	\$24.57	0.69	1.65	\$26.91
<b>Yard Stop C</b>	\$28.57	1.94	0.10	2.04	\$30.61	0.86	1.65	\$33.12
<b>Easement 1</b>	\$15.81	1.08	0.05	1.13	\$16.94	0.47	1.65	\$19.06
<b>Easement 2</b>	\$17.05	1.16	0.06	1.22	\$18.27	0.51	1.65	\$20.43
<b>Units</b>								
<b>Residential Unit</b>	\$14.57	0.99	0.05	1.04	\$15.61	0.44	1.65	\$17.70
<b>Each Addt. Unit</b>	\$13.05	0.89	0.04	0.93	\$13.98	0.39	1.65	\$16.02
<b>Mobile Home Parks</b>								
<b>Family Park</b>	\$12.54	0.85	0.04	0.90	\$13.44	0.38	1.65	\$15.47
<b>Adult Park</b>	\$11.91	0.81	0.04	0.85	\$12.76	0.36	1.65	\$14.77
<b>Commercial Can</b>	\$17.84	1.21	0.06	1.27	\$19.11	N/A	1.65	\$20.76
<b>Commercial Bins</b>								
<b>2 Yard Bin</b>								
1 x week	\$56.86	3.87	0.19	4.06	\$60.92	N/A	5.20	\$66.12
2 x week	\$102.14	6.95	0.35	7.29	\$109.43	N/A	10.39	\$119.82
3 x week	\$147.96	10.06	0.50	10.56	\$158.52	N/A	15.59	\$174.11
4 x week	\$192.79	13.11	0.66	13.77	\$206.56	N/A	20.78	\$227.34
5 x week	\$238.01	16.18	0.81	16.99	\$255.00	N/A	25.98	\$280.98
6 x week	\$283.30	19.26	0.96	20.23	\$303.53	N/A	31.18	\$334.71
<b>3 Yard Bin</b>								
1 x week	\$77.67	5.28	0.26	5.55	\$83.22	N/A	7.79	\$91.01
2 x week	\$137.98	9.38	0.47	9.85	\$147.83	N/A	15.59	\$163.42
3 x week	\$198.28	13.48	0.67	14.16	\$212.44	N/A	23.38	\$235.82
4 x week	\$285.72	19.43	0.97	20.40	\$306.12	N/A	31.18	\$337.30
5 x week	\$318.93	21.69	1.08	22.77	\$341.70	N/A	38.97	\$380.67
6 x week	\$379.23	25.79	1.29	27.08	\$406.31	N/A	46.76	\$453.07
<b>4 Yard Bin</b>								
1 x week	\$103.56	7.04	0.35	7.39	\$110.95	N/A	10.39	\$121.34
2 x week	\$184.27	12.53	0.63	13.16	\$197.43	N/A	20.78	\$218.21
3 x week	\$264.39	17.98	0.90	18.88	\$283.27	N/A	31.18	\$314.45
4 x week	\$344.93	23.46	1.17	24.63	\$369.56	N/A	41.57	\$411.13
5 x week	\$425.22	28.91	1.45	30.36	\$455.58	N/A	51.96	\$507.54
6 x week	\$505.64	34.38	1.72	36.10	\$541.74	N/A	62.35	\$604.09
<b>5 Yard Bin</b>								
1 x week	\$119.28	8.11	0.41	8.52	\$127.80	N/A	12.99	\$140.79
2 x week	\$209.64	14.26	0.71	14.97	\$224.61	N/A	25.98	\$250.59
3 x week	\$300.01	20.40	1.02	21.42	\$321.43	N/A	38.97	\$360.40
4 x week	\$390.55	26.56	1.33	27.89	\$418.44	N/A	51.96	\$470.40
5 x week	\$480.74	32.69	1.63	34.32	\$515.06	N/A	99.27	\$614.33
6 x week	\$571.13	38.84	1.94	40.78	\$611.91	N/A		

RESOLUTION NO. 2003-6050

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, CALIFORNIA, APPROVING AN AUTOMATED, CO-MINGLED RESIDENTIAL CURBSIDE RECYCLING SYSTEM

WHEREAS, AB 939 mandates that all cities in California divert a minimum of 50% of their municipal wastestream from landfills; and

WHEREAS, the City of San Marcos, through its solid waste franchisee, EDCO Waste & Recycling Services, presently operates a source-separated, manual collection, residential curbside recycling system as one of several elements of its diversion program; and

WHEREAS, conversion of the curbside program to a co-mingled, automated system would afford certain efficiencies of operation, increased resident participation, and environmental benefits associated with a smaller collection fleet; and

WHEREAS, the City and EDCO are desirous of realizing such enhancements; and

WHEREAS, EDCO has committed to implementing an automated recycling program City-wide, with said conversion amortized entirely through the increased efficiencies which would accrue to the firm, with no increase in recycling service rates.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of San Marcos as follows:

1. Conversion of the City's existing source-separated, manual residential curbside recycling program to a co-mingled (single can) automated system by EDCO Waste & Recycling Services is hereby approved.




2. Said conversion shall be effected at no cost to the rate paying customer or the City of San Marcos and EDCO shall make every effort to accomplish the same prior to January 1, 2004.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of San Marcos this 11th day of February, 2003, by the following roll call votes:

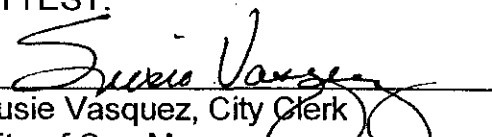
AYES: COUNCILMEMBERS: HARRIS, MARTIN, PRESTON, THIBADEAU, SMITH

NOES: COUNCILMEMBERS: NONE

ABSENT: COUNCILMEMBERS: NONE

  
F. H. "Corky" Smith, Mayor  
City of San Marcos

ATTEST:

  
Susie Vasquez, City Clerk  
City of San Marcos

RESOLUTION NO. 2003-6124

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, APPROVING AN AMENDED RATE SCHEDULE FOR SOLID WASTE COLLECTION AND RECYCLING SERVICES AND ATTENDANT INCREASE IN THE CITY'S AB 939 FEE

WHEREAS, EDCO Waste and Recycling Services, Inc. currently provides refuse collection and curbside recycling services within San Marcos pursuant to its franchise agreement with the City; and

WHEREAS, said agreement provides for periodic adjustment in the rates charged for such services, to offset increased operating and capital costs associated with inflation; and

WHEREAS, EDCO has incurred "cost of living" expenses since its last CPI rate adjustment in July, 2001; and

WHEREAS, pursuant to Sections 5.16 and 5.17 of its franchise agreement, EDCO has submitted a request for adjustment of its service rates to offset these expenses; and

WHEREAS, the City Council has reviewed EDCO's proposed rate adjustments and found them to conform to the rate adjustment provisions of the franchise agreement; and

WHEREAS, AB 939 imposes numerous source reduction and recycling duties on cities and counties and authorizes affected jurisdictions to recover their actual costs of implementing those unfunded mandates; and

WHEREAS, the City has previously determined that its direct cost of implementing the mandates of AB 939 amount to at least \$75,000 annually.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of San Marcos, as follows:

1. The amended Solid Waste & Recycling Services Rate Schedule attached as Exhibit A hereto is adopted, effective July 1, 2003
2. The City Council hereby finds that the referenced AB 939 fee increase is necessary to recover a portion of the City's direct costs of implementing state recycling requirements and, in the absence of state assistance for these unfunded mandates, is critical to the City's ability to comply with same and avoid statutory sanctions.

BE IT FURTHER RESOLVED that the above rates shall take effect July 1, 2003.

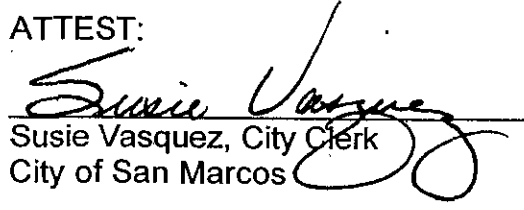
PASSED, APPROVED, AND ADOPTED by the City Council of the City of San Marcos, California at their regular meeting held on the 27th day of May, 2003, by the following roll call votes:

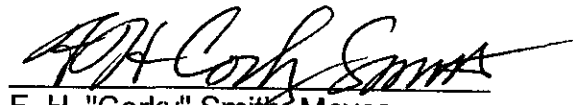
AYES: COUNCILMEMBERS: HARRIS, PRESTON, SMITH

NOES: COUNCILMEMBERS: NONE

ABSENT: COUNCILMEMBERS: MARTIN, THIBADEAU

ATTEST:

  
Susie Vasquez, City Clerk  
City of San Marcos

  
F. H. "Corky" Smith, Mayor  
City of San Marcos

# EXHIBIT A

## SAN MARCOS RATES - FISCAL YEAR 2003-2004

Service Level	Current Waste Rate	Current AB939 Fee	CPI Increase Waste Rate 4% Increase	AB939 Fee Increase @ 4%	New Waste Rate	New AB939 Fee	Incremental Franchise Fee @ 5%	Total Rate Increase	New Rate**
<b>Residential Street</b>									
Yard Stop A	\$15.61	\$0.44	\$0.62	\$0.02	\$16.25	\$0.46	\$0.03	\$0.67	\$16.72
Yard Stop B	\$19.48	\$0.55	\$0.78	\$0.02	\$20.28	\$0.57	\$0.04	\$0.84	\$20.87
Yard Stop C	\$24.57	\$0.69	\$0.98	\$0.03	\$25.58	\$0.72	\$0.05	\$1.06	\$26.32
Easement 1	\$30.61	\$0.86	\$1.22	\$0.03	\$31.87	\$0.89	\$0.06	\$1.32	\$32.79
Easement 2	\$16.94	\$0.47	\$0.68	\$0.02	\$17.64	\$0.49	\$0.03	\$0.73	\$18.14
<b>Units</b>									
Residential Unit	\$18.27	\$0.51	\$0.73	\$0.02	\$19.02	\$0.53	\$0.04	\$0.79	\$19.57
<b>Each Addt. Unit</b>									
Mobile Home Parks									
Family Park	\$15.61	\$0.44	\$0.62	\$0.02	\$16.25	\$0.46	\$0.03	\$0.67	\$16.72
Adult Park	\$13.98	\$0.39	\$0.56	\$0.02	\$14.55	\$0.41	\$0.03	\$0.60	\$14.97
<b>Commercial Can</b>									
	\$13.44	\$0.38	\$0.54	\$0.02	\$13.99	\$0.40	\$0.03	\$0.58	\$14.40
	\$12.76	\$0.36	\$0.51	\$0.01	\$13.28	\$0.37	\$0.03	\$0.55	\$13.67
	\$19.11		\$0.76	\$0.00	\$19.87	\$0.00	\$0.04	\$0.80	\$19.91
<b>Commercial Bins</b>									
<b>2 Yard Bin</b>									
1 x week	\$60.92		\$2.44	\$0.00	\$63.36	\$0.00	\$0.12	\$2.56	\$63.48
2 x week	\$109.43		\$4.38	\$0.00	\$113.81	\$0.00	\$0.22	\$4.60	\$114.03
3 x week	\$158.52		\$6.34	\$0.00	\$164.86	\$0.00	\$0.32	\$6.66	\$165.18
4 x week	\$206.56		\$8.26	\$0.00	\$214.82	\$0.00	\$0.41	\$8.68	\$215.24
5 x week	\$255.00		\$10.20	\$0.00	\$265.20	\$0.00	\$0.51	\$10.71	\$265.71
6 x week	\$303.53		\$12.14	\$0.00	\$315.67	\$0.00	\$0.61	\$12.75	\$316.28
<b>3 Yard Bin</b>									
1 x week	\$83.22		\$3.33	\$0.00	\$86.55	\$0.00	\$0.17	\$3.50	\$86.72
2 x week	\$147.83		\$5.91	\$0.00	\$153.74	\$0.00	\$0.30	\$6.21	\$154.04
3 x week	\$212.44		\$8.50	\$0.00	\$220.94	\$0.00	\$0.42	\$8.92	\$221.36
4 x week	\$306.12		\$12.24	\$0.00	\$318.36	\$0.00	\$0.61	\$12.86	\$318.98
5 x week	\$341.70		\$13.67	\$0.00	\$355.37	\$0.00	\$0.68	\$14.35	\$356.05
6 x week	\$406.31		\$16.25	\$0.00	\$422.56	\$0.00	\$0.81	\$17.07	\$423.38
<b>4 Yard Bin</b>									
1 x week	\$110.95		\$4.44	\$0.00	\$115.39	\$0.00	\$0.22	\$4.66	\$115.61
2 x week	\$197.43		\$7.90	\$0.00	\$205.33	\$0.00	\$0.39	\$8.29	\$205.72
3 x week	\$283.27		\$11.33	\$0.00	\$294.60	\$0.00	\$0.57	\$11.90	\$295.17
4 x week	\$369.56		\$14.78	\$0.00	\$384.34	\$0.00	\$0.74	\$15.52	\$385.08
5 x week	\$455.58		\$18.22	\$0.00	\$473.80	\$0.00	\$0.91	\$19.13	\$474.71
6 x week	\$541.74		\$21.67	\$0.00	\$563.41	\$0.00	\$1.08	\$22.75	\$564.49
<b>5 Yard Bin</b>									
1 x week	\$127.80		\$5.11	\$0.00	\$132.91	\$0.00	\$0.26	\$5.37	\$133.17
2 x week	\$224.61		\$8.98	\$0.00	\$233.59	\$0.00	\$0.45	\$9.43	\$234.04
3 x week	\$321.43		\$12.86	\$0.00	\$334.29	\$0.00	\$0.64	\$13.50	\$334.93
4 x week	\$418.44		\$16.74	\$0.00	\$435.18	\$0.00	\$0.84	\$17.57	\$436.01
5 x week	\$515.06		\$20.60	\$0.00	\$535.66	\$0.00	\$1.03	\$21.63	\$536.69
6 x week	\$611.91		\$24.48	\$0.00	\$636.39	\$0.00	\$1.22	\$25.70	\$637.61

\*\* Rates do not include Storm Water Management Fees which are collected by EDCO on behalf of the City

RESOLUTION NO 2004-6396

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
SAN MARCOS AMENDING EDCO'S RATE SCHEDULE FOR  
SOLID WASTE AND RECYCLING SERVICES TO ESTABLISH  
FEES FOR THE COLLECTION, TRANSPORTATION,  
CONTENTS DISPOSAL AND IMPOUND OF UNAUTHORIZED  
SOLID WASTE AND RECYCLING CONTAINERS

WHEREAS, Ordinance No. 2004-1227 (amending Chapter 8.68 of the Municipal Code) provides for the abatement of unauthorized solid waste and recycling containers by the City's solid waste franchisee, with prior authorization from the City Manager or his/her designee; and

WHEREAS, said ordinance further provides for the recovery of collection, transportation, disposal and impound costs from the owner of unauthorized containers; and

WHEREAS, the City Council has previously established a master rate schedule setting forth the charges which EDCO, the City's solid waste and recycling franchisee, is authorized to assess for the services it provides.

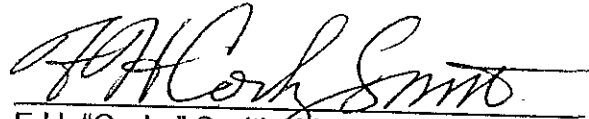
NOW THEREFORE, BE IT RESOLVED by the City Council of the City of San Marcos that the EDCO Master Rate Schedule is hereby amended as follows:

1. The rate charged for the collection and transportation of unauthorized 14 or 40 yard roll-off container shall be \$189.90 per container.
2. The rates charged for the collection and transportation of any unauthorized two (2), three (3), four (4) or five (5) yard container shall be those fees established pursuant to City Council Resolution No. 2003-6124.

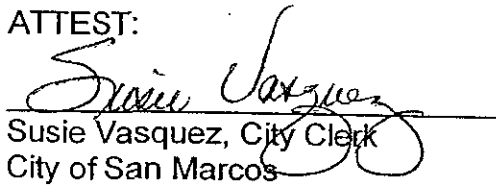
3. The rate charged for contents disposal of any unauthorized container shall be the *actual* tip fee incurred by EDCO at the appropriate disposal or recycling site.
4. The rate charged for the impound of any unauthorized container shall be \$20 per day.
5. City staff to prepare and provide an annual report to the City Council.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of San Marcos this 10th day of August, 2004, by the following roll call votes:

AYES: COUNCILMEMBERS: HARRIS, MARTIN, PRESTON, THIBADEAU, SMITH  
NOES: COUNCILMEMBERS: NONE  
ABSENT: COUNCILMEMBERS: NONE

  
F.H. "Corky" Smith, Mayor  
City of San Marcos

ATTEST:

  
Susie Vasquez, City Clerk  
City of San Marcos

RESOLUTION NO 2009-7222

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS, CALIFORNIA, APPROVING AN AMENDED RATE SCHEDULE FOR SOLID WASTE COLLECTION AND RECYCLING SERVICES

WHEREAS, Section 40059 of the Public Resources Code provides that each city may determine all aspects of solid waste handling which are matters of local concern, including charges and fees; and

WHEREAS, The City Council awarded an exclusive Solid Waste Franchise Agreement to Mashburn Waste and Recycling Services (Contractor) on March 27, 1963 which was assigned to EDCO Waste and Recycling Services, Inc. upon City Council approval on July 30, 1998; and

WHEREAS, Section 8.68.370 of the San Marcos Municipal Code provides that the City Council may establish solid waste collection rates by written resolution; and

WHEREAS, EDCO Waste and Recycling Services, Inc. currently provides refuse collection, curbside recycling services and green waste recycling services within the City of San Marcos pursuant to its solid waste franchise agreement with the City; and

WHEREAS, Sections 5.16 and 5.17 of said agreement provide for periodic adjustment in the rates charged for such services to offset increased operating and capital costs associated with inflation; and

WHEREAS, EDCO Waste and Recycling Services, Inc. has incurred increased "cost of living" expenses since its last San Diego Consumer Price Index (CPI) rate adjustment in July, 2003; and

WHEREAS, EDCO Waste and Recycling Services, Inc. pays the City a franchise fee in consideration of the granting of an exclusive franchise agreement; and

WHEREAS, the City of San Marcos has broad discretion to set the amount of the franchise fee pursuant to Section 49300 of the Public Resources Code ; and

WHEREAS, EDCO Waste and Recycling Services' current rate schedule has been revised to reflect the effects of a change in the franchise fee from five percent (5%) to eight percent (8%) of the gross receipts from the collection and disposal of refuse earned by the Contractor during each fiscal year ending June 30, or a fraction thereof, that this agreement is in effect.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of San Marcos, California, does hereby declare, determine and order as follows:

1. The City Council consents to the increase in the Solid Waste and Recycling Services Rate Schedule as set forth in Exhibit A.
2. In consideration for the franchise rights granted to the Contractor, the City Council sets the solid waste franchise fee being imposed on the hauler's gross receipts from the collection and disposal of refuse at eight percent (8%).

BE IT FURTHER RESOLVED that the above rates shall take effect July 1, 2009.



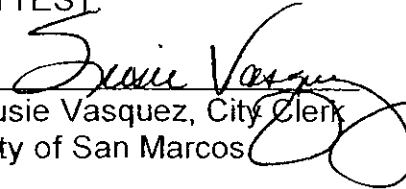
PASSED, APPROVED, AND ADOPTED by the City Council of the City of San Marcos this 23rd day of June, 2009, by the following roll call votes:

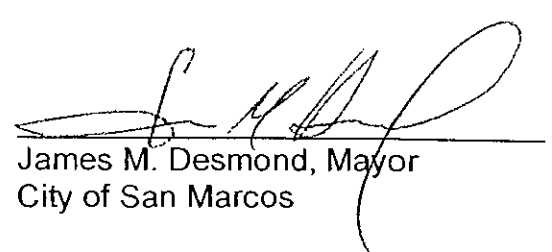
AYES: COUNCILMEMBERS: JONES, MARTIN, ORLANDO, PRESTON, DESMOND

NOES: COUNCILMEMBERS: NONE

ABSENT: COUNCILMEMBERS: NONE

ATTEST:

  
Susie Vasquez, City Clerk  
City of San Marcos

  
James M. Desmond, Mayor  
City of San Marcos

City of San Marcos Solid Waste Collection Rates Effective 7/1/2009

Service Type	Current		2009		AB 939		Stormwater		Total Rate
	Waste Rate	Total Rate Increase	Waste Rate	Franchise Fee Increase 1.5%	Fee	Management Fee			
Residential Services									
Residential Street	16.27	\$0.44	\$16.96	\$0.25	\$0.51	\$2.18	\$19.65		
Yard Stop A	20.30	\$0.56	\$21.17	\$0.31	\$0.64	\$2.18	\$23.99		
Yard Stop B	25.60	\$0.71	\$26.70	\$0.39	\$0.80	\$2.18	\$29.68		
Yard Stop C	31.90	\$0.87	\$33.26	\$0.49	\$1.00	\$2.18	\$36.44		
Easement 1	17.65	\$0.48	\$18.40	\$0.27	\$0.55	\$2.18	\$21.13		
Easement 2	19.04	\$0.53	\$19.86	\$0.29	\$0.60	\$2.18	\$22.64		
Residential Units (1st Unit)	16.27	\$0.44	\$16.96	\$0.25	\$0.51	\$2.18	\$19.65		
Each Additional Unit	14.57	\$0.40	\$15.19	\$0.22	\$0.46	\$2.18	\$17.83		
Family Mobile Home Parks	14.01	\$0.38	\$14.61	\$0.22	\$0.44	\$2.18	\$17.23		
Adult Mobile Home Parks	13.30	\$0.37	\$13.88	\$0.21	\$0.42	\$2.18	\$16.48		
Commercial Services									
Commercial Can (minimum)	19.91	\$0.55	\$20.77	\$0.31	\$0.62	\$2.18	\$23.57		
2 Cubic Yard Bins									
1 x week	63.48	\$1.74	\$66.20	\$0.98	\$0.00	\$6.84	\$73.04		
2 x week	114.03	\$3.13	\$118.92	\$1.76	\$0.00	\$13.66	\$132.58		
3 x week	165.18	\$4.53	\$172.26	\$2.55	\$0.00	\$20.50	\$192.76		
4 x week	215.24	\$5.89	\$224.45	\$3.32	\$0.00	\$27.34	\$251.79		
5 x week	265.71	\$7.28	\$277.08	\$4.09	\$0.00	\$34.17	\$311.25		
6 x week	316.28	\$8.66	\$329.81	\$4.87	\$0.00	\$41.01	\$370.82		
3 Cubic Yard Bins									
1 x week	86.72	\$2.38	\$90.44	\$1.34	\$0.00	\$10.22	\$100.66		
2 x week	154.04	\$4.22	\$160.63	\$2.37	\$0.00	\$20.45	\$181.08		
3 x week	221.36	\$6.06	\$230.83	\$3.41	\$0.00	\$30.67	\$261.50		
4 x week	318.98	\$8.74	\$332.64	\$4.92	\$0.00	\$40.91	\$373.55		
5 x week	356.05	\$9.76	\$371.30	\$5.49	\$0.00	\$51.13	\$422.43		
6 x week	423.38	\$11.60	\$441.50	\$6.52	\$0.00	\$61.35	\$502.85		
4 Cubic Yard Bins									
1 x week	115.61	\$3.17	\$120.56	\$1.78	\$0.00	\$13.65	\$134.21		
2 x week	205.72	\$5.63	\$214.52	\$3.17	\$0.00	\$27.29	\$241.81		
3 x week	295.17	\$8.08	\$307.80	\$4.55	\$0.00	\$40.95	\$348.75		
4 x week	385.08	\$10.55	\$401.56	\$5.93	\$0.00	\$54.59	\$456.15		
5 x week	474.71	\$13.01	\$495.04	\$7.32	\$0.00	\$68.24	\$553.28		
6 x week	564.49	\$15.46	\$588.65	\$8.70	\$0.00	\$81.88	\$670.53		
5 Cubic Yard Bins									
1 x week	133.17	\$3.65	\$138.87	\$2.05	\$0.00	\$17.06	\$155.93		
2 x week	234.04	\$6.41	\$244.06	\$3.61	\$0.00	\$34.12	\$278.18		
3 x week	334.93	\$9.18	\$349.27	\$5.16	\$0.00	\$51.18	\$400.45		
4 x week	436.01	\$11.95	\$454.68	\$6.72	\$0.00	\$68.24	\$522.92		
5 x week	536.69	\$14.71	\$559.67	\$8.27	\$0.00	\$85.30	\$644.97		
6 x week	637.61	\$17.47	\$664.91	\$9.83	\$0.00	\$102.35	\$767.26		

RESOLUTION NO. 2012-7648

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS,  
CALIFORNIA, ACKNOWLEDGING AN AMENDED RATE SCHEDULE FOR SOLID  
WASTE COLLECTION AND RECYCLING SERVICES

WHEREAS, Section 40059 of the Public Resources Code provides that each city may determine all aspects of solid waste handling which are matters of local concern, including charges and fees; and

WHEREAS, The City Council awarded an exclusive Solid Waste Franchise Agreement to Mashburn Waste and Recycling Services (Contractor) on March 27, 1963 which was assigned to EDCO Waste and Recycling Services, Inc. upon City Council approval on July 30, 1998; and

WHEREAS, EDCO Waste and Recycling Services, Inc. currently provides refuse collection, curbside recycling services and green waste recycling services within the City of San Marcos pursuant to its solid waste franchise agreement with the City; and

WHEREAS, Sections 5.16 and 5.17 of said agreement provide for periodic adjustment in the rates charged for such services to offset increased operating and capital costs associated with inflation; and

WHEREAS, EDCO Waste and Recycling Services, Inc. has incurred increased "cost of living" expenses since its last San Diego Consumer Price Index (CPI) rate adjustment in July 2009; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of San Marcos, California, does hereby declare, determine and order as follows:

1. The City Council acknowledges the increase in the Solid Waste and Recycling Services Rate Schedule as set forth in Exhibit A.

BE IT FURTHER RESOLVED that the above rates shall take effect JULY 1, 2012.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of San Marcos this 8th day of May, 2012, by the following roll call votes:

AYES: COUNCILMEMBERS: JABARA, JONES, MARTIN, ORLANDO, DESMOND

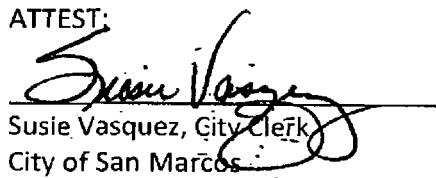
NOES: COUNCILMEMBERS: NONE

ABSENT: COUNCILMEMBERS: NONE



James M. Desmond, Mayor  
City of San Marcos

ATTEST:

  
Susie Vasquez, City Clerk  
City of San Marcos

City of San Marcos Solid Waste Collection Rates Effective 7/01/2012

<b>Service Type</b>	<b>Current</b>	<b>Proposed</b>
<b>Residential Services</b>	<b>Rate</b>	<b>Rate*</b>
Residential Street	\$20.39	\$20.88
Yard Stop A	\$24.92	\$25.54
Yard Stop B	\$30.86	\$31.63
Yard Stop C	\$37.90	\$38.87
Easement 1	\$21.94	\$22.47
Easement 2	\$23.51	\$25.91
Residential Units (1st Unit)	\$20.39	\$20.88
Each Additional Unit	\$18.50	\$18.94
Family Mobile Home Parks	\$17.88	\$18.30
Adult Mobile Home Parks	\$17.08	\$17.49
<b>Commercial Services</b>		
Commercial Can (minimum)	\$24.49	\$25.09
<b>2 Cubic Yard Bins</b>		
1 x week	\$75.87	\$77.73
2 x week	\$137.67	\$141.02
3 x week	\$200.13	\$204.98
4 x week	\$261.40	\$267.72
5 x week	\$323.11	\$330.91
6 x week	\$384.94	\$394.23
<b>3 Cubic Yard Bins</b>		
1 x week	\$104.53	\$107.08
2 x week	\$187.96	\$192.48
3 x week	\$271.38	\$277.88
4 x week	\$387.79	\$397.16
5 x week	\$438.32	\$448.77
6 x week	\$521.75	\$534.18
<b>4 Cubic Yard Bins</b>		
1 x week	\$139.37	\$142.76
2 x week	\$251.00	\$257.04
3 x week	\$361.92	\$370.59
4 x week	\$473.34	\$484.65
5 x week	\$584.47	\$598.41
6 x week	\$695.73	\$712.30
<b>5 Cubic Yard Bins</b>		
1 x week	\$161.88	\$165.79
2 x week	\$288.63	\$295.50
3 x week	\$415.40	\$425.23
4 x week	\$542.39	\$555.19
5 x week	\$668.93	\$684.69
6 x week	\$795.73	\$814.45

\*Includes AB939 fee and stormwater fee

Exhibit A

## RESOLUTION NO. 2013-7829

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN MARCOS,  
CALIFORNIA INCREASING THE SOLID WASTE MANAGEMENT FEE WASTE AND  
RECYCLING SERVICES

WHEREAS, Section 40059 of the California Public Resources Code provides that each city may determine all aspects of solid waste handling which are matters of local concern, including charges and fees; and

WHEREAS, the City Council awarded an exclusive solid waste franchise to Mashburn Waste and Recycling Services on March 27, 1963 which was assigned to EDCO Waste and Recycling Services, Inc. upon City Council approval on July 30, 1998; and

WHEREAS, EDCO Waste and Recycling Services, Inc. pays the City a solid waste management fee, commonly referred to as a franchise fee, in consideration of granting the exclusive franchise agreement; and

WHEREAS, the City of San Marcos has the broad discretion to set the amount of the franchise fee pursuant to Section 49300 of the Public Resources Code; and

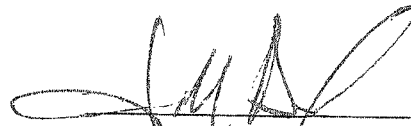
WHEREAS, the current EDCO Waste and Recycling Services, Inc. franchise fee is eight percent (8%) of gross receipts, which will be adjusted by 10.6%.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of San Marcos that, in consideration for the franchise right granted to EDCO Waste and Recycling, the adjusted franchise fee being imposed on the hauler's gross receipts from the collection and disposal of solid waste refuse will be adjusted to 18.6%.

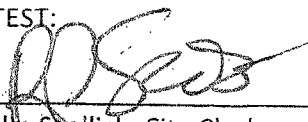
BE IT FURTHER RESOLVED, that the above franchise fee adjustment will take effect September 1, 2013.

PASSED, APPROVED AND ADOPTED by the City Council of the City of San Marcos this 13<sup>th</sup> day of August 2013, by the following roll call votes:

AYES: COUNCILMEMBERS:	JABARA, JENKINS, JONES, ORLANDO, DESMOND
NOES: COUNCILMEMBERS:	NONE
ABSENT: COUNCILMEMBERS:	NONE

  
James M. Desmond, Mayor  
City of San Marcos

ATTEST:

  
Phillip Scollick, City Clerk  
City of San Marcos

## City of San Marcos Solid Waste Collection Rates

**City Of San Marcos Rates Effective 7/1/17**

CPI % Change 3.330%

Service Type	Current Rate			Rate Change			New Rate			
	Total Rate	Waste Rate	AB 939 Fee	Waste Rate	AB 939 Fee	Total Increase	Total Rate	Waste Rate	AB 939 Fee	% Change
<b>Residential Services</b>				3.330%						
Residential Street	\$21.49	\$20.95	\$0.54	\$ 0.70	\$ -	\$ 0.70	\$22.19	\$21.65	\$0.54	3.26%
Yard Stop A	\$26.29	\$25.61	\$0.68	\$ 0.85	\$ -	\$ 0.85	\$27.14	\$26.46	\$0.68	3.23%
Yard Stop B	\$32.56	\$31.70	\$0.86	\$ 1.06	\$ -	\$ 1.06	\$33.62	\$32.76	\$0.86	3.26%
Yard Stop C	\$40.01	\$38.94	\$1.07	\$ 1.30	\$ -	\$ 1.30	\$41.31	\$40.24	\$1.07	3.25%
Easement 1	\$23.13	\$22.54	\$0.59	\$ 0.75	\$ -	\$ 0.75	\$23.88	\$23.29	\$0.59	3.24%
Easement 2	\$26.67	\$25.98	\$0.69	\$ 0.87	\$ -	\$ 0.87	\$27.54	\$26.85	\$0.69	3.26%
Residential Units (1st Unit)	\$21.49	\$20.95	\$0.54	\$ 0.70	\$ -	\$ 0.70	\$22.19	\$21.65	\$0.54	3.26%
Each Additional Unit	\$19.50	\$19.01	\$0.49	\$ 0.63	\$ -	\$ 0.63	\$20.13	\$19.64	\$0.49	3.23%
Family Mobile Home Parks	\$18.84	\$18.37	\$0.47	\$ 0.61	\$ -	\$ 0.61	\$19.45	\$18.98	\$0.47	3.24%
Adult Mobile Home Parks	\$18.00	\$17.55	\$0.45	\$ 0.58	\$ -	\$ 0.58	\$18.68	\$18.13	\$0.45	3.22%
<b>Commercial Services</b>										
Commercial Can (minimum)	\$25.83	\$25.16	\$0.67	\$ 0.84	\$ -	\$ 0.84	\$26.67	\$26.00	\$0.67	3.25%
<b>2 Cubic Yard Bins</b>										
1 x week	\$80.07	\$80.07		\$ 2.67	\$ -	\$ 2.67	\$82.74	\$82.74		3.33%
2 x week	\$145.27	\$145.27		\$ 4.84	\$ -	\$ 4.84	\$150.11	\$150.11		3.33%
3 x week	\$211.16	\$211.16		\$ 7.03	\$ -	\$ 7.03	\$218.19	\$218.19		3.33%
4 x week	\$275.79	\$275.79		\$ 9.18	\$ -	\$ 9.18	\$284.97	\$284.97		3.33%
5 x week	\$340.88	\$340.88		\$ 11.35	\$ -	\$ 11.35	\$352.23	\$352.23		3.33%
6 x week	\$406.11	\$406.11		\$ 13.52	\$ -	\$ 13.52	\$419.63	\$419.63		3.33%
<b>3 Cubic Yard Bins</b>										
1 x week	\$110.31	\$110.31		\$ 3.67	\$ -	\$ 3.67	\$113.98	\$113.98		3.33%
2 x week	\$198.28	\$198.28		\$ 6.60	\$ -	\$ 6.60	\$204.88	\$204.88		3.33%
3 x week	\$286.25	\$286.25		\$ 9.53	\$ -	\$ 9.53	\$295.78	\$295.78		3.33%
4 x week	\$409.13	\$409.13		\$ 13.62	\$ -	\$ 13.62	\$422.75	\$422.75		3.33%
5 x week	\$462.29	\$462.29		\$ 15.39	\$ -	\$ 15.39	\$477.68	\$477.68		3.33%
6 x week	\$550.28	\$550.28		\$ 18.32	\$ -	\$ 18.32	\$568.60	\$568.60		3.33%
<b>4 Cubic Yard Bins</b>										
1 x week	\$147.06	\$147.06		\$ 4.90	\$ -	\$ 4.90	\$151.96	\$151.96		3.33%
2 x week	\$264.79	\$264.79		\$ 8.82	\$ -	\$ 8.82	\$273.61	\$273.61		3.33%
3 x week	\$381.76	\$381.76		\$ 12.71	\$ -	\$ 12.71	\$394.47	\$394.47		3.33%



City of San Marcos Solid Waste Collection Rates Effective 7/1/2015

4 x week	\$499.26	\$499.26		\$ 16.63	\$ -	\$ 16.63	\$515.89	\$515.89	3.33%
5 x week	\$616.44	\$616.44		\$ 20.53	\$ -	\$ 20.53	\$636.97	\$636.97	3.33%
6 x week	\$733.77	\$733.77		\$ 24.43	\$ -	\$ 24.43	\$758.20	\$758.20	3.33%
5 Cubic Yard Bins									
1 x week	\$170.79	\$170.79		\$ 5.69	\$ -	\$ 5.69	\$176.48	\$176.48	3.33%
2 x week	\$304.41	\$304.41		\$ 10.14	\$ -	\$ 10.14	\$314.55	\$314.55	3.33%
3 x week	\$438.05	\$438.05		\$ 14.59	\$ -	\$ 14.59	\$452.64	\$452.64	3.33%
4 x week	\$571.92	\$571.92		\$ 19.04	\$ -	\$ 19.04	\$590.96	\$590.96	3.33%
5 x week	\$705.33	\$705.33		\$ 23.49	\$ -	\$ 23.49	\$728.82	\$728.82	3.33%
6 x week	\$839.00	\$839.00		\$ 27.94	\$ -	\$ 27.94	\$866.94	\$866.94	3.33%

These standard provisions of agreement are distributed by:

California Council  
of Civil Engineers  
& Land Surveyors

3050 Beacon Blvd., Suite 204  
West Sacramento, CA 95691  
(916) 371-2266

EXHIBIT "A"	
(Exhibit No.)	
Consultant:	Client:
<i>TWB</i> (Initials)	<i>RWS</i> (Initials)

## Standard Provisions of Agreement Between Client and Consultant

Form BM 87-1C © 1973 by the California Council of Civil Engineers and Land Surveyors

Client and consultant agree that the following provisions shall be part of their agreement:

1. This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of client and consultant.
2. This agreement shall not be assigned by either client or consultant without the prior written consent of the other.
3. This agreement contains the entire agreement between client and consultant relating to the project and the provision of services to the project. Any prior agreements, promises, negotiations or representations not expressly set forth in this agreement are of no force or effect. Subsequent modifications to this agreement shall be in writing and signed by both client and consultant.
4. Consultant's waiver of any term, condition, or covenant, or breach of any term, condition, or covenant, shall not constitute the waiver of any other term, condition, or covenant, or the breach of any other term, condition, or covenant.
5. If any term, condition, or covenant of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this agreement shall be valid and binding on client and consultant.
6. This agreement shall be governed by and construed in accordance with the laws of the State of California.
7. Consultant shall only act as an advisor in all governmental relations.
8. All original papers, documents, drawings and other work product of consultant, and copies thereof, produced by consultant pursuant to this agreement, except documents which are required to be filed with public agencies, shall remain the property of consultant and may be used by consultant without the consent of client.
9. Client acknowledges that its right to utilize the services and work product provided pursuant to this agreement will continue only so long as client is not in default pursuant to the terms and conditions of this agreement and client has performed all obligations under this agreement. Client further acknowledges that consultant has the unrestricted right to use the services provided pursuant to this agreement as well as all work product provided pursuant to this agreement.
10. Client and consultant agree to cooperate with each other in every way on the project.
11. Upon written request, client shall execute and deliver, or cause to be executed and delivered, such additional instruments, documents, governmental fees and charges which are necessary to perform the terms of this agreement.
12. Consultant makes no representations concerning soil conditions unless specifically included in writing in this agreement, and he is not responsible for any liability that may arise out of the making or failure to make soil surveys, or subsurface soil tests, or general soil testing.
13. Client agrees not to use or permit any other person to use plans, drawings, or other work product prepared by consultant, which plans, drawings, or other work product are not final and which are not signed, and stamped or sealed by consultant. Client agrees to be liable and responsible for any such use of nonfinal plans, drawings, or other work product not signed and stamped or sealed by consultant and waives liability against consultant for their use. Client further agrees that final plans, drawings or other work product are for the exclusive use of client and may be used by client only for the project described on the face hereof. Such final plans, drawings or other work product may not be changed nor used on a different project without the written authorization or approval by consultant.
14. Consultant has a right to complete all services agreed to be rendered pursuant to this contract. In the event this agreement is terminated before the completion of all services, unless consultant is responsible for such early termination, client agrees to release consultant from all liability for work performed.
15. Client agrees that in performing requested ALTA surveys in accordance with this contract, consultant agrees to sign the statement on the survey documents attached hereto as Exhibit 1 and incorporated herein by this reference. In the event that consultant is required to sign a statement or certificate which differs from that contained in Exhibit 1, client hereby agrees to indemnify and hold consultant harmless from any and all liability arising from or resulting from the signing of any statement which differs from the statement contained in Exhibit 1.
16. If the scope of services to be provided by consultant pursuant to the terms of this agreement include the preparation of grading plans but exclude construction staking services, client acknowledges that such services normally include coordinating civil engineering services and the preparation of as-built drawings

pursuant to Uniform Building Code Chapter 70 and client will be required to retain such services from another consultant or pay consultant pursuant to this agreement for such services as extra work in accordance with Paragraph 26.

17. Consultant shall be entitled to immediately, and without notice, suspend the performance of any and all of its obligations pursuant to this agreement if client files a voluntary petition seeking relief under the United States Bankruptcy Code or if there is an involuntary bankruptcy petition filed against client in the United States Bankruptcy Court, and that petition is not dismissed within fifteen (15) days of its filing. Any suspension of services made pursuant to the provisions of this paragraph shall continue until such time as this agreement has been fully and properly assumed in accordance with the applicable provisions of the United States Bankruptcy Code and in compliance with the final order or judgment issued by the Bankruptcy Court.

18. This agreement shall not be construed to alter, affect or waive any lien or stop notice right which consultant may have for the performance of services pursuant to this agreement. Client agrees to separately provide to consultant the present name and address of the record owner of the property on which the project is to be located. Client also agrees to separately provide consultant with the name and address of any and all lenders who would loan money on the project and who are entitled to receive a preliminary notice.

19. If payment for consultant's services is to be made on behalf of client by a third-party lender, client agrees that consultant shall not be required to indemnify the third-party lender, in the form of an endorsement or otherwise, as a condition of receiving payment for services.

20. If client fails to pay consultant within thirty (30) days after invoices are rendered, client agrees consultant shall have the right to consider such default in payment a material breach of this entire agreement, and, upon written notice, the duties, obligations, and responsibilities of consultant under this agreement are terminated. In such event, client shall promptly pay consultant for all fees, charges, and services provided by consultant.

21. All fees and other charges will be billed monthly and shall be due at the time of billing unless otherwise specified in this agreement.

22. Client agrees that the periodic billings from consultant to client are correct, conclusive, and binding on client unless client, within ten (10) days from the date of receipt of such billing, notifies consultant in writing of alleged inaccuracies, discrepancies, or errors in the billing.

23. Client agrees to pay a monthly late payment charge, which will be the lesser of, one and one-half percent (1 1/2%) per month or a monthly charge not to exceed the maximum legal rate, which will be applied to any unpaid balance commencing thirty (30) days after the date of the original billing.

24. If consultant, pursuant to this agreement, produces plans, specifications, or other documents and/or performs field work, and such plans, specifications, and other documents and/or field work are required by one or more governmental agency, and one or more such governmental agency changes its ordinances, policies, procedures or requirements after the date of this agreement, any additional office or field work thereby required shall be paid for by client as extra work.

25. In the event of any increase of costs due to the granting of wage increases and/or other employee benefits to field or office employees due to the terms of any labor agreement, or rise in the cost of living, during the lifetime of this agreement, such percentage increase shall be applied to all remaining compensation.

26. Client agrees that if client requests services not specified pursuant to the scope of services description within this agreement, client agrees to pay for all such additional services as extra work.

27. In the event that any staking is destroyed, damaged or disturbed by an act of God or parties other than consultant, the cost of restaking shall be paid for by client as extra work. Client acknowledges that the design work performed pursuant to this agreement is based upon field and other conditions existing at the time of preparation of consultant's work. Client further acknowledges that field and other conditions may change by the time project construction occurs and clarification, adjustments, modifications and other changes may be necessary to reflect changed field or other conditions. If the scope of services pursuant to this agreement does not include construction staking services by consultant for this project, or if subsequent to this agreement client retains other persons or entities to provide such services, client acknowledges that such services will be per-

formed by others and that client will defend, indemnify, and hold consultant harmless from any and all claims arising from or resulting from the performance of such services by other persons or entities except claims caused by the sole negligence or willful misconduct of consultant; and from any and all claims arising from or resulting from clarifications, adjustments, modifications or other changes which may be necessary to reflect changed field or other conditions except claims caused by the sole negligence or willful misconduct of consultant.

28. Client shall pay the costs of checking and inspection fees, zoning and annexation application fees, assessment fees, soils engineering fees, soils testing fees, aerial topography fees, and all other fees, permits, bond premiums, title company charges, blueprints and reproductions, and all other charges not specifically covered by the terms of this agreement.

29. In the event all or any portion of the work prepared or partially prepared by consultant be suspended, abandoned, or terminated, client shall pay consultant for all fees, charges, and services provided for the project, not to exceed any contract limit specified herein. Client acknowledges if the project work is suspended and restarts, there will be additional charges due to suspension of the work which shall be paid for by client as extra work.

30. Client acknowledges and agrees that if consultant provides surveying services, which services require the filing of a Record of Survey in accordance with Business and Professions Code Section 8762, that all of the costs of preparation, examination and filing for the Record of Survey will be paid by client as extra work in accordance with Paragraph 26.

31. Consultant is not responsible for delay caused by activities or factors beyond consultant's reasonable control, including but not limited to, delays by reason of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of client to furnish timely information or approve or disapprove consultant's work promptly, faulty performance by client or other contractors or governmental agencies. When such delays beyond consultant's reasonable control occur, client agrees consultant is not responsible in damages nor shall consultant be deemed to be in default of this agreement.

32. Consultant shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to, permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, project or plan approvals, and building permits.

33. In the event that client institutes a suit against consultant, either directly by complaint or by way of cross-complaint, including a cross-complaint for indemnity, for alleged negligence, error, omission, or other failure to perform, and if client fails to obtain a judgment in client's favor, the lawsuit is dismissed, or if judgment is rendered for consultant, client agrees to pay consultant all costs of defense, including attorneys' fees, expert witness fees, court costs, and any and all other expenses of defense. Client agrees such payments shall be made immediately following dismissal of the case or upon entry of judgment.

34. If any action at law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this agreement, the prevailing party shall be entitled to reasonable attorneys' fees, which fees may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which he may be entitled.

35. Client agrees that in the event client institutes litigation to enforce or interpret the provisions of this agreement, such litigation is to be brought and adjudicated in the appropriate court in the county in which consultant's principal place of business is located, and client waives the right to bring, try or remove such litigation to any other county or judicial district.

36. Consultant makes no representation concerning the estimated quantities and cost figures made in connection with maps, plans, specifications, or drawings other than that all such figures are estimates only and consultant shall not be responsible for fluctuations in cost factors.

37. Client acknowledges that consultant is not responsible for the performance of work by third parties including, but not limited to, the construction contractor and its subcontractors.

38. Consultant makes no warranty, either expressed or implied, as to his findings, recommendations, plans, specifications, or professional advice except that the work was performed pursuant to generally accepted standards of practice in effect at the time of performance.

39. Estimates of areas provided under this agreement are not to be considered precise unless consultant specifically agrees to provide the precise determination of such areas.

40. In the event the client agrees to, permits or authorizes changes in the plans, specifications, reports and documents prepared by consultant pursuant to this agreement, which changes are not consented to in writing by consultant, client acknowledges that the changes and their effects are not the responsibility of consultant and client agrees to release consultant from all liability arising from the

use of such changes and further agrees to defend, indemnify and hold harmless consultant, its officers, directors, principals, agents and employees from and against all claims, demands, damages or costs arising from the changes and their effects.

41. Client acknowledges that the design work performed pursuant to this agreement is based upon field and other conditions existing at the time of preparation of consultant's work. Client further acknowledges that field and other conditions may change by the time project construction occurs and clarification, adjustments, modifications, discrepancies or other changes may be necessary to reflect changed field or other conditions. If the scope of services pursuant to this agreement does not include on-site construction review, construction management, supervision of construction of engineering structures, or other construction supervision for this project, or if subsequent to this agreement client retains other persons or entities to provide such services, client acknowledges that such services will be performed by others and client will defend, indemnify and hold consultant harmless from any and all claims arising from or resulting from the performance of such services by other persons or entities except claims caused by the sole negligence or willful misconduct of consultant; and from any and all claims arising from or resulting from clarifications, adjustments, modifications, discrepancies or other changes necessary to reflect changed field or other conditions, except claims caused by the sole negligence or willful misconduct of consultant.

42. Client agrees that in accordance with generally accepted construction practices, construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property; that this requirement shall be made to apply continuously and not be limited to normal working hours, and client further agrees to defend, indemnify and hold consultant harmless from any and all liability, real or alleged, in connection with the performance of work on this project, excepting liability arising from the sole negligence of consultant.

43. In the event client discovers or becomes aware of changed field or other conditions which necessitate clarification, adjustments, modifications or other changes during the construction phase of the project, client agrees to notify consultant and engage consultant to prepare the necessary clarifications, adjustments, modifications or other changes to consultant's work before construction activities commence or further activity proceeds. Further, client agrees to have a provision in its construction contracts for the project which requires the contractor to notify client of any changed field or other conditions so that client may in turn notify consultant pursuant to the provisions of this paragraph.

44. Client agrees to limit consultant's liability to client and to all contractors and subcontractors on the project, due to professional negligence, acts, errors or omissions of consultant, to the sum of \$50,000 or consultant's fees, whichever is greater.

45. Client agrees to purchase and maintain, during the course of construction, builder's risk "all risk" insurance which will name consultant as an additional insured as their interest may appear.

46. Consultant hereby states and client hereby acknowledges that consultant has no professional liability insurance for claims arising out of the performance of or failure to perform professional services, including, but not limited to the preparation of reports, designs, drawings and specifications, related to the investigation, detection, abatement, replacement, use or specification, or removal of products, materials or processes containing asbestos, asbestos cement pipe, and/or hazardous waste materials. Accordingly, the client hereby agrees to bring no claim for negligence, breach of contract, indemnity or otherwise against the consultant, its principals, employees, and agents if such claim, in any way, would involve the consultant's services for the investigation, detection, abatement, replacement, use or specification, or removal of products, materials or processes containing asbestos, asbestos cement pipe, and/or hazardous waste materials. Client further agrees to defend, indemnify and hold harmless consultant, its officers, directors, principals, employees and agents from any asbestos and/or hazardous waste material related claims that may be brought by third parties as a result of the services provided by the consultant pursuant to this agreement except claims caused by the sole negligence or willful misconduct of the consultant.

47. Client acknowledges that consultant's scope of services for this project do not include any work related in any way to asbestos and/or hazardous waste. Should consultant or any other party encounter such materials on the job site, or should it in any other way become known that such materials are present or may be present on the job site or any adjacent or nearby areas which may affect consultant's work, consultant may, at its option, terminate work on the project until such time as client retains a specialist contractor to abate and/or remove the asbestos and/or hazardous waste materials and warrant that the job site is free from any hazard which may result from the existence of such materials.

# **CERTIFICATES OF INSURANCE**

EDCO DISPOSAL

**STATE  
COMPENSATION  
INSURANCE  
FUND**

P.O. BOX 807, SAN FRANCISCO, CA 94101-0807

**CERTIFICATE OF WORKERS' COMPENSATION INSURANCE**

OCTOBER 30, 1990

**COPIES TO: CITY CLERK**

**DATE: 1149646 - 90**

**POLICY NUMBER: 11-1-91**  
**CERTIFICATE EXPIRES:**

CITY OF SAN MARCOS  
ATTN: PAUL MALONE  
105 W. RICHMAR  
SAN MARCOS  
CA, 92069

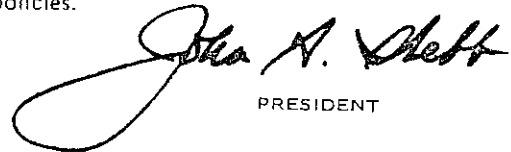
**JOB: ALL OPERATIONS**

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon ten days' advance written notice to the employer.

We will also give you TEN days' advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

  
PRESIDENT

EMPLOYER

SOLID WASTES SERVICES  
P.O. BOX 6907  
SAN MARCOS  
CA 92069

R

**STATE  
COMPENSATION  
INSURANCE  
FUND**

P.O. BOX 807, SAN FRANCISCO, CA 94101-0807

**CERTIFICATE OF WORKERS' COMPENSATION INSURANCE**

OCTOBER 30, 1990

<b>RECEIVED</b>	<b>NOV 1 1990</b>
	<b>CITY CLERS 646 - 90</b>
<b>POLICY NUMBER: 11-1-91</b>	
<b>CERTIFICATE EXPIRES: 11-1-91</b>	

CITY OF SAN MARCOS  
ATTN: PAUL MALONE  
105 W. RICHMAR  
SAN MARCOS  
CA, 92069

**JOB: ALL OPERATIONS**

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon ten days' advance written notice to the employer.

We will also give you TEN days' advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

  
PRESIDENT

EMPLOYER

SOLID WASTES SERVICES  
P.O. BOX 6907  
SAN MARCOS  
CA 92069

R

# ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

4/06/92

PRODUCER

Solid Waste Ins. Mgrs.  
P.O. Box 7072  
Pasadena, CA. 91109

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW

COMPANIES AFFORDING COVERAGE

COMPANY LETTER **A** CALIFORNIA INS CO (IND)  
COMPANY LETTER **B** CALIFORNIA INS CO (IND)  
COMPANY LETTER **C**  
COMPANY LETTER **D**  
COMPANY LETTER **E** CALIFORNIA INS CO (IND)

INSURED

Solid Waste Services, Inc.  
Etal  
P. O. BOX 6907  
San Marcos Ca 92079

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	ALL LIMITS IN THOUSANDS
A	GENERAL LIABILITY	OR9119902	4/01/92	4/01/93	GENERAL AGGREGATE \$ 2000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OPS AGGREGATE \$ 2000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADVERTISING INJURY \$ 1000
	<input checked="" type="checkbox"/> OWNER'S & CONTRACTOR'S PROT.				EACH OCCURRENCE \$ 1000
					FIRE DAMAGE (Any one fire) \$ 50
B	AUTOMOBILE LIABILITY	OR9119902	4/01/92	4/01/93	MEDICAL EXPENSE (Any one person) \$ 5
	<input checked="" type="checkbox"/> ANY AUTO				COMBINED SINGLE LIMIT \$ 1000
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE \$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				
	<input type="checkbox"/> GARAGE LIABILITY				
	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				AGGREGATE \$
	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY
					\$ (EACH ACCIDENT)
					\$ (DISEASE—POLICY LIMIT)
E	OTHER	OR9119902	4/01/92	4/01/93	\$ (DISEASE—EACH EMPLOYEE)
	PHYSICAL DAMAGE:				\$1,000 DED F & T \$1,000 DED COMP \$1,000 DED COLL

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

ENDORSEMENT CG20101185 ATTACHED

10 DAY NOTICE OF CANCELLATION IN THE EVENT OF NON PAYMENT PREMIUM

CERTIFICATE HOLDER

CITY OF SAN MARCOS  
ATTN: PAUL MALONE  
105 W. RICHMAR AVE.  
SAN MARCOS, CA 92069

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*Raymond L. Howard*

OR9119902

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED — OWNERS, LESSEES OR  
CONTRACTORS (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

**SCHEDULE**

**Name of Person or Organization:**

CITY OF SAN MARCOS  
105 W. RICHMAR AVE.  
SAN MARCOS, CA 92069

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.



Named Insured

~~Solid Wastes Services, Inc. DBA:~~  
~~Mashburn Sanitation Company;~~  
~~Vista Sanitation Company;~~  
~~Mashburn Recycling Services~~

James W. Mashburn, Charlotte L. Mashburn &  
Virginia J. Mason as their interest relates  
to the ownership of the insured buildings.

POLICY NUMBER: OR9573361

COMMERCIAL GENERAL LIABILITY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED — OWNERS, LESSEES OR  
CONTRACTORS (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

**SCHEDULE**

**Name of Person or Organization:**

CITY OF SAN MARCOS  
ATTN: PAUL MALONE  
105 W. RICHAR AVE  
SAN MARCOS, CA 92069

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
10/01/2002

PRODUCER (619)584-6400 FAX (619)584-6425  
Westland Insurance Brokers  
3838 Camino Del Rio North #315  
P.O. Box 85481  
San Diego, CA 92186-5481

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

## INSURERS AFFORDING COVERAGE

INSURED EDCO DISPOSAL CORPORATION  
EDCO WASTE & RECYCLING SERVICES, INC  
6670 FEDERAL BOULEVARD  
LEMON GROVE, CA 91945

INSURER A: STATE COMPENSATION INSURANCE FUND  
INSURER B:  
INSURER C:  
INSURER D:  
INSURER E:

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY				EACH OCCURRENCE	\$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$
	<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				MED EXP (Any one person)	\$
					PERSONAL & ADV INJURY	\$
					GENERAL AGGREGATE	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	\$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS					
	<input type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
					AUTO ONLY: AGG	\$
	EXCESS LIABILITY				EACH OCCURRENCE	\$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
	<input type="checkbox"/> DEDUCTIBLE					\$
	<input type="checkbox"/> RETENTION \$					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	481-294-02	10/01/2002	10/01/2003	X WC STATUTORY LIMITS	
					OTH-ER	
					E.L. EACH ACCIDENT	\$ 1,000,000
					E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
					E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
EVIDENCE OF INSURANCE

\*EXCEPT 10 DAYS NOTICE FOR NON PAYMENT OF PREMIUM

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

CITY OF SAN MARCOS  
ATTN: PAUL MALONE  
105 WEST RICHMAR  
SAN MARCOS, CA 92069

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Joe Custode/CAROLR

**ACORD****CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YY)  
10/11/02

PRODUCER

619-238-1828

Driver Alliant Insurance  
1620 Fifth Avenue  
San Diego, CA 92101  
Warren G. Johnson, First VP

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

## COMPANIES AFFORDING COVERAGE

COMPANY  
A

SPECIALTY NATIONAL INS. CO.

B(u)

COMPANY  
B

INS CO STATE OF PA/AM GUARANTY

A++

COMPANY  
CCOMPANY  
D

INSURED

Edco Disposal Corporation  
(See Attached)  
6670 Federal Boulevard  
Lemon Grove CA 91945-1392

## COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT	3XZ12637502	10/15/02	10/15/03	GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ 2000000 PERSONAL & ADV INJURY \$ 1000000 EACH OCCURRENCE \$ 1000000 FIRE DAMAGE (Any one fire) \$ 300000 MED EXP (Any one person) \$ 15000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> POLLUTION	3XZ12637502	10/15/02	10/15/03	COMBINED SINGLE LIMIT \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: \$ EACH ACCIDENT \$ AGGREGATE \$
B	<b>EXCESS LIABILITY</b> <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	47028937 -1ST \$5M AEC930148901-\$5M	10/15/02 10/15/02	10/15/03 10/15/03	EACH OCCURRENCE \$ 10000000 AGGREGATE \$ 10000000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				WC STATU- TORY LIMITS <input type="checkbox"/> OTH- ER <input type="checkbox"/> EL EACH ACCIDENT \$ EL DISEASE - POLICY LIMIT \$ EL DISEASE - EA EMPLOYEE \$
	<b>OTHER</b>				*10 DAYS NOTICE FOR NON-PAY

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS  
RE: RUBBISH HAULING  
ENDORSEMENT CG2010 ATTACHED

## CERTIFICATE HOLDER

CITY OF SAN MARCOS  
ATTN: PAUL MALONE  
1 CIVIC CENTER DRIVE  
SAN MARCOS, CA 92069

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.  
AUTHORIZED REPRESENTATIVE

POLICY NUMBER: 3XZ126375-02 COMMERCIAL GENERAL LIABILITY  
NAMED INSURED: EDCO DISPOSAL CORPORATION CG 20 10 10 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED - OWNERS, LESSEES OR OR CONTRACTORS- SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

**Name of Person or Organization:**

PER CERTIFICATE ATTACHED

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A. Section II - Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.
- B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

### 1. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project, (other than service, maintenance or repairs) to be performed by or on behalf of the Additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project.

<p><b>EDCO Disposal Corporation</b> <b><u>Named Insured</u></b></p>
-------------------------------------------------------------------------

Edward G. Burr & Sandra L. Burr, But Only As Respects  
Property Owned By Them Individually  
Edward G. Burr & Sandra L. Burr and Security Title Insurance  
Trustee Trust #1291 As Respects Property Only At:  
418 West Aviation Road, Fallbrook, CA  
EDCO Disposal Corporation  
Rialto Services, Inc.  
A-1 Disposal Company  
La Mesa Disposal Service  
Waste Transporting Company  
San Diego Refuse Company  
San Diego Recycling  
Thomas & Sons Recycling  
Fallbrook Refuse Service  
National City Rubbish Service  
Park Disposal  
Signal Hill Disposal  
Litterbox Containers  
S.E.J., Inc.  
Reliable Disposal Service  
Dependable Garbage Service  
Tri-County Disposal  
Sanco Equipment Corp. (Old S.E.J. - Trucks Registered To)  
Pacific Coast Recycling  
American Trash Service  
J & S Disposal & Rolloff, Inc.  
Sani-Tainer, Inc.  
Modern Recycling and Refuse Equipment  
Federal Boulevard Properties, L.P., A California Limited Partnership  
Mashburn Waste and Recycling, Inc.  
Solid Waste Services  
EDCO Waste & Recycling Services, Inc.  
Webco Sanitation  
Pete's Rubbish, Inc.  
SANCO Services, LP  
SANCO Services, LLC

Policy Number: AS PER CERTIFICATE

Authorized Representative: Warren G. Johnson, First V.P.  
Driver Alliant Insurance Services, Inc.  
P.O. Box 120670  
San Diego, CA 92112-0670  
(619) 238-1828

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
9/25/03

PRODUCER	Driver Alliant Insurance 1620 Fifth Avenue San Diego, CA 92101 Warren G. Johnson, First VP	619-238-1828	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
			COMPANIES AFFORDING COVERAGE
			COMPANY A ARCH INSURANCE COMPANY <i>A-</i>
			COMPANY B
			COMPANY C
			COMPANY D
INSURED	EDCO Disposal Corporation (See Attached) 6670 Federal Boulevard Lemon Grove CA 91945-1392		

**COVERAGES**  
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT	RHPKG0006000	9/01/03	10/15/04	GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ 2000000 PERSONAL & ADV INJURY \$ 1000000 EACH OCCURRENCE \$ 1000000 FIRE DAMAGE (Any one fire) \$ 300000 MED EXP (Any one person) \$ 15000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> POLLUTION	RHPKG0006000	9/01/03	10/15/04	COMBINED SINGLE LIMIT \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				WC STATUTORY LIMITS OTH ER EL EACH ACCIDENT \$ EL DISEASE - POLICY LIMIT \$ EL DISEASE - EA EMPLOYEE \$
	OTHER				

\*10 DAYS NOTICE FOR NONPAYMENT

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS  
RE: RUBBISH HAULING  
ENDORSEMENT CG2010 ATTACHED

CERTIFICATE HOLDER	CANCELLATION
CITY OF SAN MARCOS ATTN: PAUL MALONE 1 CIVIC CENTER DRIVE SAN MARCOS, CA 92069	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL .VOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>[Signature]</i>

POLICY NUMBER: RHPKG0006000 COMMERCIAL GENERAL LIABILITY  
NAMED INSURED: EDCO DISPOSAL CORPORATION CG 20 10 10 01

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
OR CONTRACTORS- SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

**Name of Person or Organization:**

PER CERTIFICATE ATTACHED

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A. Section II - Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.
- B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

1. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project, (other than service, maintenance or repairs) to be performed by or on behalf of the Additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project.



**EDCO Disposal Corporation**  
**Named Insured**

Edward G. Burr & Sandra L. Burr, But Only As Respects  
Property Owned By Them Individually  
Edward G. Burr & Sandra L. Burr and Security Title Insurance  
Trustee Trust #1291 As Respects Property Only At:  
418 West Aviation Road, Fallbrook, CA  
EDCO Disposal Corporation  
Rialto Services, Inc.  
A-1 Disposal Company  
La Mesa Disposal Service  
Waste Transporting Company  
San Diego Refuse Company  
San Diego Recycling  
Thomas & Sons Recycling  
Fallbrook Refuse Service  
National City Rubbish Service  
Park Disposal  
Signal Hill Disposal  
Litterbox Containers  
S.E.J., Inc.  
Reliable Disposal Service  
Dependable Garbage Service  
Tri-County Disposal  
Sanco Equipment Corp. (Old S.E.J. - Trucks Registered To)  
Pacific Coast Recycling  
American Trash Service  
J & S Disposal & Rolloff, Inc.  
Sani-Tainer, Inc.  
Modern Recycling and Refuse Equipment  
Federal Boulevard Properties, L.P., A California Limited Partnership  
Mashburn Waste and Recycling, Inc.  
Solid Waste Services  
EDCO Waste & Recycling Services, Inc.  
Webco Sanitation  
Pete's Rubbish, Inc.  
SANCO Services, LP  
SANCO Services, LLC  
EDCO Waste Services, LLC  
HVAC Services Inc.

Policy Number: AS PER CERTIFICATE

Authorized Representative:

Warren G. Johnson, First V.P.  
Driver Alliant Insurance Services, Inc.  
P.O. Box 120670  
San Diego, CA 92112-0670  
(619) 238-1828

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/23/2003

PRODUCER (619)584-6400 FAX (619)584-6425

Westland Insurance Brokers  
3838 Camino Del Rio North #315  
P.O. Box 85481  
San Diego, CA 92186-5481

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

## INSURERS AFFORDING COVERAGE

NAIC #

INSURED Edco Waste & Recycling Services Inc  
c/o Edco Disposal Corporation  
6670 Federal Blvd  
Lemon Grove, CA-91945

INSURER A: Travelers Indemnity Co of Ill.

25674

INSURER B:

INSURER C:

INSURER D:

INSURER E:

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE	\$
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
						MED EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$
						GENERAL AGGREGATE	\$
						PRODUCTS - COMP/OP AGG	\$
		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
							\$
A		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	TC2JUB-419J185-6-03	09/19/2003	09/19/2004	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
						E.I. EACH ACCIDENT	\$ 1,000,000
						E.I. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.I. DISEASE - POLICY LIMIT	\$ 1,000,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

\*10 DAYS NOTICE OF CANCELLATION FOR NON PAYMENT OF PREMIUM

## CERTIFICATE HOLDER

CITY OF SAN MARCOS  
ATTN: PAUL MALONE  
1 CIVIC CENTER DRIVE  
SAN MARCOS, CA 92069-2949

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Joe Custode/CAROLR

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/23/2003

PRODUCER (619)584-6400 FAX (619)584-6425  
Westland Insurance Brokers  
3838 Camino Del Rio North #315  
P.O. Box 85481  
San Diego, CA 92186-5481

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INSURED Edco Waste & Recycling Services Inc  
c/o Edco Disposal Corporation  
6670 Federal Blvd  
Lemon Grove, CA 91945

## INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Travelers Indemnity Co of Ill.

25674

INSURER B:

INSURER C:

INSURER D:

INSURER E:

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Each occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Each accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	TC2JUB-419J185-6-03	09/19/2003	09/19/2004	X WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

10 DAYS NOTICE OF CANCELLATION FOR NON PAYMENT OF PREMIUM

## CERTIFICATE HOLDER

CITY OF SAN MARCOS  
ATTN: PAUL MALONE  
1 CIVIC CENTER DRIVE  
SAN MARCOS, CA 92069-2949

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Joe Custode/CAROLR

Cont 1171

<b>ACORD</b> <small>TM</small> <b>CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) 09/20/2004	
PRODUCER (619)584-6400 FAX (619)584-6425 Westland Insurance Brokers 3838 Camino Del Rio North #315 P.O. Box 85481 San Diego, CA 92186-5481		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED EDCO WASTE & RECYCLING SERVICES INC C/O EDCO DISPOSAL CORPORATION 6670 Federal Blvd Lemon Grov, CA 91945			
<b>FILE COPY</b>		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: Travelers Prop/Cas Co of Amer	256740
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY				EACH OCCURRENCE	\$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
	<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				MED EXP (Any one person)	\$
					PERSONAL & ADV INJURY	\$
					GENERAL AGGREGATE	\$
					PRODUCTS - COMP/OP AGG	\$
					GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC AGG	\$
	EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	\$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
						\$
	<input type="checkbox"/> DEDUCTIBLE					\$
	RETENTION \$					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	TC2JUB-419J185-6-04	09/19/2004	09/19/2005	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS	
	E.L. EACH ACCIDENT				\$ 1,000,000	
	E.L. DISEASE - EA EMPLOYEE				\$ 1,000,000	
	E.L. DISEASE - POLICY LIMIT				\$ 1,000,000	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?					
	If yes, describe under SPECIAL PROVISIONS below					
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

\*10 DAYS NOTICE OF CANCELLATION FOR NON PAYMENT OF PREMIUM

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
CITY OF SAN MARCOS ATTN: PAUL MALONE 1 CIVIC CENTER DRIVE SAN MARCOS, CA 92069-2949	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE Joe Custode/CAROLR

## 04461 - Travelers Property Casualty Co of Amer

Member of **St. Paul Travelers Companies**

A.M. Best #: 04461 NAIC #: 25674

View a [list of group members](#) or [the group's rating](#)



### Best's Rating

**A+ (Superior)\***

### Financial Size Category

**XV (\$2 billion or more)**

*\*Ratings as of 09/21/2004 04:24:15 PM E.S.T.*

**Rating Category (Superior):** Assigned to companies that have, in our opinion, a superior ability to meet their ongoing obligations to policyholders.

**Important Notice:** Best's Ratings reflect our **opinion** based on a comprehensive quantitative and qualitative evaluation of a company's balance sheet strength, operating performance and business profile. These ratings are **not a warranty** of an insurer's current or future ability to meet its contractual obligations. View our [entire notice](#) for a complete details.

Companies interested in placing a **Best's Security Icon** on their web site to promote their financial strength may [register online](#).

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September 21, 2004



**Rating SEARCH**

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☐ Company Information

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## Search Results Page 4 of 4

**74 Rated or Unrated** companies found, results **sorted by Company Name (ascending)**

Criteria Used: **Group Name: St. Paul Travelers Companies (18647)**

To refine your search, please use our [Advanced Search](#) or view our [Online Help](#) for more information.

View results starting with: [A](#) [B](#) [C](#) [D](#) [E](#) [F](#) [G](#) [H](#) [I](#) [J](#) [K](#) [L](#) [M](#) [N](#) [O](#) [P](#) [Q](#) [R](#) [S](#) [T](#) [U](#) [V](#) [W](#) [X](#) [Y](#) [Z](#)

<input checked="" type="checkbox"/> AMB#	<input checked="" type="checkbox"/> Industry	<input checked="" type="checkbox"/> Company Name	<input checked="" type="checkbox"/> Best's Rating	<input checked="" type="checkbox"/> Domicile
02520	P	<a href="#">Travelers Indemnity Company</a>	<b>A+</b>	United States: Cor
04003	P	<a href="#">Travelers Indemnity Co of America</a>	<b>A+</b>	United States: Cor
02517	P	<a href="#">Travelers Indemnity Company of CT</a>	<b>A+</b>	United States: Cor
03297	P	<a href="#">Travelers Lloyds Insurance Company</a>	<b>A+</b>	United States: Tex
01743	P	<a href="#">Travelers Lloyds of Texas Insurance Co</a>	<b>A+</b>	United States: Tex
11020	P	<a href="#">Travelers Personal Insurance Company</a>	<b>A+</b>	United States: Cor
11026	P	<a href="#">Travelers Personal Security Insurance Co</a>	<b>A+</b>	United States: Cor
04461	P	<a href="#">Travelers Property Casualty Co of Amer</a>	<b>A+</b>	United States: Cor
58165	P	<a href="#">Travelers Property Casualty Corporation</a>	-	United States: Cor
11027	P	<a href="#">Travelers Property Casualty Insurance Co</a>	<b>A+</b>	United States: Cor
18311	P	<a href="#">Travelers Property Casualty Pool</a>	<b>A+</b>	United States: Cor
02539	P	<a href="#">United States Fidelity and Guaranty Co</a>	<b>A</b>	United States: Ma
11568	P	<a href="#">USF&amp;G Insurance Company of Mississippi</a>	<b>A</b>	United States: Mis
11678	P	<a href="#">USF&amp;G Specialty Insurance Company</a>	<b>A</b>	United States: Ma

\*Ratings as of 09/21/2004 04:24 PM E.S.T.

**Industry:** P = Property/Casualty (non-life) L = Life/Health

View the [Guide to Best's Financial Strength Ratings](#) for an in-depth explanation of Best's System and Procedures.

**Company Profile**

**TRAVELERS PROPERTY CASUALTY  
INSURANCE COMPANY**  
ONE TOWER SQUARE, 4MN C/O TRAVELERS / Mary T.  
Restelli  
HARTFORD, CT 06183

**Former Names for Company**

**Old Name:** AETNA INSURANCE COMPANY **Effective Date:** 07-01-1997

**Agent for Service of Process**

JERE KEPRIOS, C/O CT CORPORATION SYSTEM 818 WEST SEVENTH STREET, 2ND  
FLOOR LOS ANGELES, CA 90017

Unable to Locate the Agent for Service of Process?

**Reference Information**

NAIC #:	36161
NAIC Group #:	<u>3548</u>
California Company ID #:	3262-3
Date authorized in California:	January 07, 1991
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	CONNECTICUT

**Lines of Insurance Authorized to Transact**

The company is authorized to transact business within these lines of insurance. For an explanation of any of these terms, please refer to the glossary.

AUTOMOBILE  
FIRE  
LIABILITY  
MARINE  
MISCELLANEOUS

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
10/11/04

PRODUCER

619-238-1828

Driver Alliant Insurance  
1620 Fifth Avenue  
San Diego, CA 92101  
Warren G. Johnson, First VP

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

## COMPANIES AFFORDING COVERAGE

COMPANY A ARCH INSURANCE COMPANY

COMPANY B INS CO STATE OF PA/AM GUARANTY

COMPANY C

COMPANY D

INSURED

EDCO Disposal Corporation  
(See Attached)  
6670 Federal Boulevard  
Lemon Grove CA 91945-1392

## COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT	RHPKG0006001	10/15/04	10/15/05	GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ 2000000 PERSONAL & ADV INJURY \$ 1000000 EACH OCCURRENCE \$ 1000000 FIRE DAMAGE (Any one fire) \$ 300000 MED EXP (Any one person) \$ 15000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> POLLUTION	RHPKG0006001	10/15/04	10/15/05	COMBINED SINGLE LIMIT \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: \$ EACH ACCIDENT \$ AGGREGATE \$
B	EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	47048967 -1ST \$5M AEC930148903 -\$5M	10/15/04 10/15/04	10/15/05 10/15/05	EACH OCCURRENCE \$ 10000000 AGGREGATE \$ 10000000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				WC STATUTORY LIMITS OTH-ER EL EACH ACCIDENT \$ EL DISEASE - POLICY LIMIT \$ EL DISEASE - EA EMPLOYEE \$
	OTHER				

\*10 DAYS NOTICE FOR NONPAYMENT

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS  
RE: RUBBISH HAULING  
ENDORSEMENT CG2010 ATTACHED

## CERTIFICATE HOLDER

CITY OF SAN MARCOS  
ATTN: PAUL MALONE  
1 CIVIC CENTER DRIVE  
SAN MARCOS, CA 92069

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED - OWNERS, LESSEES OR OR CONTRACTORS- SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

**Name of Person or Organization:**

PER CERTIFICATE ATTACHED

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A. Section II - Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.
- B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

1. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project, (other than service, maintenance or repairs) to be performed by or on behalf of the Additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project.

**EDCO Disposal Corporation**  
**Named Insured**

Edward G. Burr & Sandra L. Burr, But Only As Respects Property Owned By Them Individually  
Edward G. Burr & Sandra L. Burr and Security Title Insurance Trustee Trust #1291 As Respects  
Property Only At: 418 West Aviation Road, Fallbrook, CA  
EDCO Disposal Corporation  
Rialto Services, Inc.  
A-1 Disposal Company  
La Mesa Disposal Service  
Waste Transporting Company  
San Diego Refuse Company  
San Diego Recycling  
Thomas & Sons Recycling  
Fallbrook Refuse Service  
National City Rubbish Service  
Park Disposal  
Signal Hill Disposal  
Litterbox Containers  
S.E.J., Inc.  
Reliable Disposal Service  
Dependable Garbage Service  
Tri-County Disposal  
Sanco Equipment Corp. (Old S.E.J. - Trucks Registered To)  
Pacific Coast Recycling  
American Trash Service  
J & S Disposal & Rolloff, Inc.  
Sani-Tainer, Inc.  
Modern Recycling and Refuse Equipment  
Federal Boulevard Properties, L.P., A California Limited Partnership  
Mashburn Waste and Recycling, Inc.  
Solid Waste Services  
EDCO Waste & Recycling Services, Inc.  
Webco Sanitation  
Pete's Rubbish, Inc.  
SANCO Services, LP  
SANCO Services, LLC  
EDCO Waste Services, LLC  
Lieb Disposal  
BZ Disposal  
BZ Disposal Services, Inc.  
BZ Disposal Service  
BZ Disposal Services  
BZ Disposal Services Company  
BZ Waste & Recycling Services  
Long Beach Rubbish  
Coast Rubbish Service  
HVAC Services Inc.  
Bins-U-Rent

**03186 - Arch Insurance Company**Member of **Arch Capital Group (U.S.)**

A.M. Best #: 03186 NAIC #: 11150

View a [list of group members](#) or [the group's rating](#)**Best's Rating****A- (Excellent)\*****Financial Size Category****XIII (\$1.25 billion to \$1.5 billion)***\*Ratings as of 10/14/2004 04:31:14 PM E.S.T.*

**Rating Category (Excellent):** Assigned to companies that have, in our opinion, an excellent ability to meet their ongoing obligations to policyholders.

**Important Notice:** Best's Ratings reflect our **opinion** based on a comprehensive quantitative and qualitative evaluation of a company's balance sheet strength, operating performance and business profile. These ratings are **not a warranty** of an insurer's current or future ability to meet its contractual obligations. View our [entire notice](#) for a complete details.

Companies interested in placing a **Best's Security Icon** on their web site to promote their financial strength may [register online](#).

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October 14, 2004

**Research. Confirm****Search Results Page 1 of 1****9 Rated or Unrated companies found, results sorted by Company Name**Criteria Used: **Group Name: Arch Capital Group (U.S.) (18484)**To refine your search, please use our [Advanced Search](#) or view our [Online Help](#) for more information.View results starting with: **A B C D E F G H I J K L M N O P Q R S T U V W X Y Z**Enter Company Name  
or A.M. Best Number**Find**[More Search Options](#)**CONTACT US**

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AMB#	Industry	Company Name	Best's Rating	Domicile
04969	P	<a href="#">American Independent Insurance Company</a>	<b>B+ u</b>	United States: Per
18484	P	<a href="#">Arch Capital Group (U.S.)</a>	-	United States: Nel
12254	P	<a href="#">Arch Excess &amp; Surplus Insurance Company</a>	<b>A-</b>	United States: Nel
03186	P	<a href="#">Arch Insurance Company</a>	<b>A-</b>	United States: Mis
11791	P	<a href="#">Arch Reinsurance Company</a>	<b>A-</b>	United States: Nel
75169	P	<a href="#">Arch Reinsurance Ltd</a>	<b>A-</b>	Bermuda
12523	P	<a href="#">Arch Specialty Insurance Company</a>	<b>A-</b>	United States: Wis
03304	P	<a href="#">Personal Service Insurance Company</a>	<b>A- u</b>	United States: Oh
04822	P	<a href="#">Western Diversified Casualty Ins Co</a>	<b>NR-3</b>	United States: Wis

*\*Ratings as of 10/14/2004 04:31 PM E.S.T.***Industry:** P = Property/Casualty (non-life) L = Life/HealthView the [Guide to Best's Financial Strength Ratings](#) for an in-depth explanation of Best's System and Procedures.

**Important Notice:** Best's Ratings reflect our **opinion** based on a comprehensive qualitative evaluation of a company's balance sheet strength, operating performance and These ratings are **not a warranty** of an insurer's current or future ability to meet its contra View our [entire notice](#) for a complete details.

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## Company Profile

**ARCH INSURANCE COMPANY**  
**ONE LIBERTY PLAZA, 53RD FLOOR**  
**NEW YORK, NY 10006**  
**800-821-5546**

### Former Names for Company

**Old Name:** FIRST AMERICAN INSURANCE COMPANY DBA  
AMERICAN FIRST INSURANCE COMPANY

**Effective Date:** 11-06-2002

**Old Name:** FIRST AMERICAN INSURANCE COMPANY

**Effective Date:** 01-05-1987

### Agent for Service of Process

JERE KEPRIOS, C/O CT CORPORATION SYSTEM 818 WEST SEVENTH STREET, 2ND  
FLOOR LOS ANGELES, CA 90017

Unable to Locate the Agent for Service of Process?

### Reference Information

NAIC #:	11150
NAIC Group #:	1279
California Company ID #:	3005-6
Date authorized in California:	July 19, 1985
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	MISSOURI

### Lines of Insurance Authorized to Transact

The company is authorized to transact business within these lines of insurance. For an explanation of any of these terms, please refer to the glossary.

AUTOMOBILE  
BOILER AND MACHINERY  
BURGLARY  
COMMON CARRIER LIABILITY  
DISABILITY  
FIRE

LIABILITY  
MARINE  
SURETY  
TEAM AND VEHICLE  
WORKERS' COMPENSATION

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## Company Complaint Information



[Company Enforcement Action Documents](#)

[Company Performance & Comparison Data](#)

[Composite Complaint Studies](#)

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**02035 - Insurance Company of State of PA**Member of **American International Group Inc**

A.M. Best #: 02035 NAIC #: 19429

View a [list of group members](#) or [the group's rating](#)**Best's Rating****A++ (Superior)\*****Financial Size Category****XV (\$2 billion or more)***\*Ratings as of 10/14/2004 04:31:14 PM E.S.T.*

**Rating Category (Superior):** Assigned to companies that have, in our opinion, a superior ability to meet their ongoing obligations to policyholders.

**Important Notice:** Best's Ratings reflect our **opinion** based on a comprehensive quantitative and qualitative evaluation of a company's balance sheet strength, operating performance and business profile. These ratings are **not a warranty** of an insurer's current or future ability to meet its contractual obligations. View our [entire notice](#) for a complete details.

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October 14, 2004



## Search Results Page 3 of 4

**71 Rated or Unrated companies found, results sorted by Company Name (ascending)**

Criteria Used: **Group Name: American International Group Inc (18540)**

To refine your search, please use our [Advanced Search](#) or view our [Online Help](#) for more information.




Enter Company Name  
or A.M. Best Number



[More Search Options](#)

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View results starting with: **A B C D E F G H I J K L M N O P Q R S T U V W X Y Z**

AMB#	Industry	Company Name	Best's Rating	Domicile
02035	P	Insurance Company of State of PA	A++	United States: Per
03756	P	Landmark Insurance Company	A++	United States: Cal
02350	P	Lexington Insurance Company	A++	United States: Del
18485	P	Lexington Insurance Pool	A++	United States: Del
11587	P	Minnesota Insurance Company	A++	United States: Min
10725	P	National Union Fire Insurance Co of LA	A++	United States: Lot
02351	P	National Union Fire Ins Co Pittsburgh PA	A++	United States: Per
00577	P	New Hampshire Indemnity Company, Inc	A++	United States: Per
02363	P	New Hampshire Insurance Company	A++	United States: Per
84309	P	Philam Insurance Company Inc	-	Philippines
84310	P	Philippine American General Insurance Co	-	Philippines
84311	P	Philippine Amererican Life & Gen Ins Co	-	Philippines
03727	P	Putnam Reinsurance Company	A++	United States: Nev
12244	P	Starr Excess Liability Insurance Co, Ltd	A++	United States: Del
86500	P	Trans Re Zurich	A++	Switzerland
18128	P	Transatlantic Holdings, Inc. Group	A++	United States: Nev
03126	P	Transatlantic Reinsurance Company	A++	United States: Nev
87099	P	Transatlantic Reinsurance Company CAB	A++	Canada: Ontario
10614	P	21st Century Casualty Company	A+	United States: Cal
03247	P	21st Century Insurance Company	A+	United States: Cal



## Company Profile

# INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA (THE)

70 PINE STREET  
NEW YORK, NY 10270  
800-242-2304

### Agent for Service of Process

LORI CASTANEDA, 2730 GATEWAY OAKS DR SUITE 100 SACRAMENTO, CA 95833

Unable to Locate the Agent for Service of Process?

### Reference Information

NAIC #:	19429
NAIC Group #:	<u>0012</u>
California Company ID #:	0259-2
Date authorized in California:	May 20, 1908
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	PENNSYLVANIA

### Lines of Insurance Authorized to Transact

The company is authorized to transact business within these lines of insurance. For an explanation of any of these terms, please refer to the glossary.

AIRCRAFT  
AUTOMOBILE  
BOILER AND MACHINERY  
BURGLARY  
COMMON CARRIER LIABILITY  
CREDIT  
DISABILITY  
FIRE  
LIABILITY

MARINE  
MISCELLANEOUS  
PLATE GLASS  
SPRINKLER  
SURETY  
TEAM AND VEHICLE  
WORKERS' COMPENSATION

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## Company Complaint Information



[Company Enforcement Action Documents](#)

[Company Performance & Comparison Data](#)

[Composite Complaint Studies](#)

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# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/16/2005PRODUCER (619)584-6400 FAX (619)584-6425  
Westland Insurance Brokers  
3838 Camino Del Rio North #315  
P.O. Box 85481  
San Diego, CA 92186-5481

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED EDCO WASTE & RECYCLING SERVICES INC  
C/O EDCO DISPOSAL CORPORATION  
6670 Federal Blvd  
Lemon Grove, CA 91945

## INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Travelers Prop/Cas Co of Amer A-256740

INSURER B:

INSURER C:

INSURER D:

INSURER E:

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE	\$
					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
					MED EXP (Any one person)	\$
					PERSONAL & ADV INJURY	\$
					GENERAL AGGREGATE	\$
					PRODUCTS - COMP/OP AGG	\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN AUTO ONLY: EA ACC	\$
					AGG	\$
	<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE	\$
					AGGREGATE	\$
						\$
						\$
						\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	TC2JUB-419J185-6-05	09/19/2005	09/19/2006	X WC STATU-TORY LIMITS	OTHER
					E.L. EACH ACCIDENT	\$ 1,000,000
					E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
					E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

\*10 DAYS NOTICE OF CANCELLATION FOR NON PAYMENT OF PREMIUM

## CERTIFICATE HOLDER

CITY OF SAN MARCOS  
ATTN: PAUL MALONE  
1 CIVIC CENTER DRIVE  
SAN MARCOS, CA 92069-2949

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Joe Custode/CAROLR

# ACORD CERTIFICATE OF LIABILITY INSURANCE

117/  
DATE (MM/DD/YY)  
10/06/05

## PRODUCER

619-238-1828  
Driver Alliant Insurance  
1620 Fifth Avenue  
San Diego, CA 92107  
Warren G. Johnson, First VP

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

## COMPANIES AFFORDING COVERAGE

COMPANY A	HUDSON INSURANCE COMPANY	A
COMPANY B	INS CO STATE OF PA/AM GUARANTY	
COMPANY C		
COMPANY D		

## INSURED

EDCO Disposal Corporation  
(See Attached)  
6670 Federal Boulevard  
Lemon Grove CA 91945-1392

## COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT	HAS00009000GL	10/15/05	10/15/06	GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ 2000000 PERSONAL & ADV INJURY \$ 1000000 EACH OCCURRENCE \$ 1000000 FIRE DAMAGE (Any one fire) \$ 300000 MED EXP (Any one person) \$ 15000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> POLLUTION	HAS00009000AL	10/15/05	10/15/06	COMBINED SINGLE LIMIT \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$
B	EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	47058980 -1ST \$5M AEC930148904 -\$5M	10/15/05 10/15/05	10/15/06 10/15/06	EACH OCCURRENCE \$ 10000000 AGGREGATE \$ 10000000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				WC STATU- TORY LIMITS <input type="checkbox"/> OTH- ER <input type="checkbox"/> EL EACH ACCIDENT \$ EL DISEASE - POLICY LIMIT \$ EL DISEASE - EA EMPLOYEE \$
	OTHER				

\*10 DAYS NOTICE FOR NONPAYMENT

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS  
RE: RUBBISH HAULING  
ENDORSEMENT CG2010 ATTACHED

## CERTIFICATE HOLDER

CITY OF SAN MARCOS  
ATTN: PAUL MALONE  
1 CIVIC CENTER DRIVE  
SAN MARCOS, CA 92069

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE  


THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS - SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name of Additional Insured Person(s) or Organization(s):**

As per Certificate(s) on file with the company which specify that the Certificate Holder be named as an additional insured.

**Location(s) of Covered Operations**

As per contract(s) with the Certificate Holder indicated.

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

- A. **Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
1. your acts or omissions; or
  2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

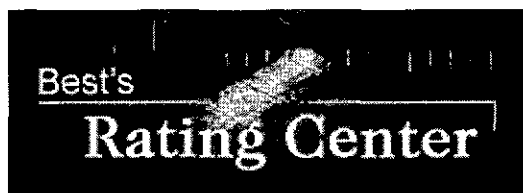
- B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**EDCO Disposal Corporation**  
**Named Insured**

EDCO Disposal Corporation  
Edward G. Burr & Sandra L. Burr, But Only As Respects Property Owned By Them Individually  
Edward G. Burr & Sandra L. Burr and Security Title Insurance Trustee Trust #1291 As Respects  
Property Only At: 418 West Aviation Road, Fallbrook, CA  
Rialto Services, Inc.  
A-1 Disposal Company  
La Mesa Disposal Service  
Waste Transporting Company  
San Diego Refuse Company  
San Diego Recycling  
Thomas & Sons Recycling  
Fallbrook Refuse Service  
National City Rubbish Service  
Park Disposal  
Signal Hill Disposal  
Litterbox Containers  
S.E.J., Inc.  
Reliable Disposal Service  
Dependable Garbage Service  
Tri-County Disposal  
Sanco Equipment Corp. (Old S.E.J. - Trucks Registered To)  
Pacific Coast Recycling  
American Trash Service  
J & S Disposal & Rolloff, Inc.  
Sani-Tainer, Inc.  
Modern Recycling and Refuse Equipment  
Federal Boulevard Properties, L.P., A California Limited Partnership  
Mashburn Waste and Recycling, Inc.  
Solid Waste Services  
EDCO Waste & Recycling Services, Inc.  
Webco Sanitation  
Pete's Rubbish, Inc.  
SANCO Services, LP  
SANCO Services, LLC  
EDCO Waste Services, LLC  
Lieb Disposal  
BZ Disposal  
BZ Disposal Services, Inc.  
BZ Disposal Service  
BZ Disposal Services  
BZ Disposal Services Company  
BZ Waste & Recycling Services  
Long Beach Rubbish  
Coast Rubbish Service  
HVAC Services Inc.  
Bins-U-Rent  
Universal Waste Systems, Inc.



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View Ratings: [Financial Strength](#) [Issuer Credit](#) [Securities](#) [Advanced Search](#)[Other Web Center](#)

## Hudson Insurance Company

(a member of [Fairfax Financial \(USA\) Group](#)) ([view securities for related issuers](#))

A.M.Best #: 03081 NAIC #: 25054 FEIN #: 135150451

Address: 17 State Street, 29th Floor  
New York, NY 10004

Phone: 212-978-2800

Fax: 212-344-2973

Web: [www.hudsoninsgroup.com](http://www.hudsoninsgroup.com)

Assigned to companies that have, in our opinion, an excellent ability to meet their ongoing obligations to policyholders.

### Best's Ratings

#### Financial Strength Ratings

[View Definitions](#)

Rating: A \* (Excellent)

Affiliation Code: g (Group)

Financial Size Category: XIV (\$1.5 billion to \$2 billion)

Implication: Negative

Action: Under Review

Effective Date: September 15, 2005

\* Denotes [Under Review Best's Ratings](#)

#### Issuer Credit Ratings

[View Definitions](#)

Long-Term: a\*

Implication: Negative

Action: Under Review

Date: September 15, 2005



### Reports and News

Visit our NewsRoom for the latest [news](#) and [press releases](#) for this company and its A.M. Best Group**Best's Company Report** - includes Best's Financial Strength Rating and rationale along with analytical commentary, detailed business overview and key financial data.**Report Revision Date:** 09/15/2005 (represents the latest significant change).Historical Reports are available in [Best's Company Report Archive](#).**Best's Executive Summary Reports (Financial Overview)** - available in three versions, the style reports feature balance sheet, income statement, key financial performance tests including liquidity and reserve analysis.**Data Status:** 2005 Best's Statement File - P/C, US. Contains data compiled as of 10/2/2005 (Checked).

- **Single Company** - five years of financial data specifically on this company.
- **Comparison** - side-by-side financial analysis of this company with a peer group of up to companies you select.
- **Composite** - evaluate this company's financials against a peer group composite. Report average and total composite of your selected peer group.

**Note:** Adobe Reader is required to view the reports listed above. This software is available from [Systems Inc.](#) An Excel export option is also available once the report has been opened using**Best's Key Rating Guide Presentation Report** - includes Best's Financial Strength Rating as provided in Best's Key Rating Guide products.**Data Status:** 2003 Financial Data (Quality Cross Checked).

### Financial and Analytical Products

[Best's Property/Casualty Center - Premium Data & Reports](#)[Best's Key Rating Guide - P/C, US & Canada](#)[Best's Statement File - P/C, US](#)[Best's Statement File - Global](#)

## Company Profile

### HUDSON INSURANCE COMPANY

17 STATE STREET, 29TH FLOOR

NEW YORK, NY 10004

877-264-5600

#### Agent for Service of Process

JERE KEPRIOS, C/O CT CORPORATION SYSTEM 818 WEST SEVENTH STREET, 2ND FLOOR  
LOS ANGELES, CA 90017

Unable to Locate the Agent for Service of Process?

---

#### Reference Information

NAIC #:	25054
NAIC Group #:	<u>0158</u>
California Company ID #:	2406-7
Date authorized in California:	December 30, 1980
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	DELAWARE

---

#### Lines of Insurance Authorized to Transact

The company is authorized to transact business within these lines of insurance. For an explanation of any of these terms, please refer to the glossary.

AIRCRAFT  
AUTOMOBILE  
BOILER AND MACHINERY  
BURGLARY  
COMMON CARRIER LIABILITY  
CREDIT  
DISABILITY  
FIRE  
LIABILITY  
MARINE



MISCELLANEOUS  
PLATE GLASS  
SPRINKLER  
SURETY  
TEAM AND VEHICLE  
WORKERS' COMPENSATION

---

## **Company Complaint Information**



[Company Enforcement Action Documents](#)

[Company Performance & Comparison Data](#)

[Composite Complaint Studies](#)

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## **Want More?**

[Help Me Find a Company Representative in My Area](#)

[Financial Rating Organizations](#)

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Last Revised - October 04, 2005 11:40 AM  
Copyright © California Department of Insurance  
[Disclaimer](#)

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

1171  
DATE (MM/DD/YYYY)  
09/19/2006

PRODUCER (619)584-6400 FAX (619)584-6425  
Westland Insurance Brokers  
3838 Camino Del Rio North #315  
P.O. Box 85481  
San Diego, CA 92186-5481

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED EDCO WASTE & RECYCLING SERVICES INC  
C/O EDCO DISPOSAL CORPORATION  
6670 Federal Blvd  
Lemon Grove, CA 91945

## INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Travelers Prop/Cas Co of Amer

256740 *At*

INSURER B:

INSURER C:

INSURER D:

INSURER E:

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
			<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
			<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
			<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
							OTHER THAN AUTO ONLY: EA ACC	\$
							AGG	\$
			<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE RETENTION \$				EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
								\$
								\$
A			<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	TC2JUB-419J185-6-06	09/19/2006	09/19/2007	X WC STATUTORY LIMITS	OTH-ER
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
**EVIDENCE OF INSURANCE**

\*10 DAYS NOTICE OF CANCELLATION FOR NON PAYMENT OF PREMIUM

## CERTIFICATE HOLDER

## CANCELLATION

CITY OF SAN MARCOS  
ATTN: PAUL MALONE  
1 CIVIC CENTER DRIVE  
SAN MARCOS, CA 92069-2949

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Joe Custode/CAROLR *JMC*



EDCODIS-01

KGOAD

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/30/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0C36861

Inland Empire-Alliant Insurance Services, Inc.  
735 Carnegie Dr  
San Bernardino, CA 92408

CONTACT NAME: Karen M Adcock

PHONE (A/C, No, Ext): (909) 886-9861

FAX (A/C, No): (909) 886-2013

E-MAIL ADDRESS: KAdcock@alliant.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Travelers Property Casualty Co of Amer

25674

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

Edco Waste & Recycling Services Inc  
Edco Disposal Corporation  
6670 Federal Blvd  
Lemon Grove, CA 91945

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY					EACH OCCURRENCE \$
	COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	CLAIMS-MADE OCCUR					MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$
	POLICY PRO-JECT LOC					PRODUCTS - COMP/OP AGG \$
						\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO					BODILY INJURY (Per person) \$
	ALL OWNED AUTOS	SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	HIRED AUTOS	NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB	OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	CLAIMS-MADE				AGGREGATE \$
	DED RETENTION \$					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	TC2JUB419J185613	9/19/2013	9/19/2014	X WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS BELOW	N/A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

## CERTIFICATE HOLDER

City Of San Marcos  
Attn: Paul Malone  
1 Civic Center Drive  
San Marcos, CA 92069-2949

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Effective September 1, 2013

SAN MARCOS CITY

RESIDENTIAL

<u>Div.</u>	<u>Rate Code</u>	<u>Service Type</u>	<u>Waste Rate</u>	<u>AB939</u>	<u>TOTAL RATE</u>
30	9001	RS Residential Street	\$20.34	\$0.54	\$20.88
30	9060	YDA Yard Stop A	\$24.86	\$0.68	\$25.54
30	9063	YDB Yard Stop B	\$30.77	\$0.86	\$31.63
30	9064	YDC Yard Stop C	\$37.80	\$1.07	\$38.87
30	9032	EA1 Easement 1	\$21.88	\$0.59	\$22.47
30	9033	EA1 Easement 1-2 Carts	\$25.18	\$0.59	\$25.77
30	9037	EA2 Easement 2	\$25.22	\$0.69	\$25.91

Units

33/34	7001	1 Residential Unit	\$20.34	\$0.54	\$20.88
33/34	7002	2 Each Additional Unit	\$18.45	\$0.49	\$18.94

COMMERCIAL CAN

31	9095	CC Commercial Can-Min	\$24.42	\$0.67	\$25.09
----	------	-----------------------	---------	--------	---------

Additional Carts

30	9002	2 Carts	\$23.59	\$0.54	\$24.13
30	9003	3 Carts	\$26.84	\$0.54	\$27.38
30	9004	4 Carts	\$30.09	\$0.54	\$30.63

MOBILE HOME PARKS

33/34	9043	TPU1 MHP - Family	\$17.83	\$0.47	\$18.30
33/34	9042	TPU2 MHP - Adult	\$17.04	\$0.45	\$17.49

33 Monthly Arrears / 34 Bi-Monthly Advance

Commercial Rate Code ( \_ \_ \_ )  
(1 2 3 4)

1 - Container Size 2 - # Days Service 3-4 - Number of Containers

COMMERCIAL BINS SERV CODES: DIV 3A

TOTAL RATE

2 YARD 1/week	\$77.73
2/week	\$141.02
3/week	\$204.98
4/week	\$267.72
5/week	\$330.91
6/week	\$394.23
3 YARD 1/week	\$107.08
2/week	\$192.48
3/week	\$277.88
4/week	\$397.16
5/week	\$448.77
6/week	\$534.18
4 YARD 1/week	\$142.76
2/week	\$257.04
3/week	\$370.59
4/week	\$484.65
5/week	\$598.41
6/week	\$712.30
5 YARD 1/week	\$165.79
2/week	\$295.50
3/week	\$425.23
4/week	\$555.19
5/week	\$684.69
6/week	\$814.45

BALANCE LID BINS  
LOCK BIN (LID LOCK ASSEMBLY)

\$7.20 EXTRA PER BALANCE LID BIN (RC 7800)  
\$5.85 PER MONTH (RC 7900)



# CERTIFICATE OF LIABILITY INSURANCE

EDCODIS-01

KGOAD

DATE (MM/DD/YYYY)  
9/18/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER License # 0C36861

Inland Empire-Alliant Insurance Services, Inc.  
735 Carnegie Dr Ste 200  
San Bernardino, CA 92408**RECEIVED**

SEP 22 2014

City Clerk Dept.  
City of San Marcos

INSURED

Edco Waste & Recycling Services Inc  
Edco Disposal Corporation  
6670 Federal Blvd  
Lemon Grove, CA 91945

CONTACT NAME: Karen M Adcock

PHONE (A/C, No, Ext): (909) 886-9861

FAX (A/C, No): (909) 886-2013

E-MAIL: KAdcock@alliant.com

ADDRESS: INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Travelers Property Casualty Co of Amer

25674

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b>						
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	<b>AUTOMOBILE LIABILITY</b>						
	<input type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	<b>UMBRELLA LIAB</b>	<input type="checkbox"/> OCCUR					EACH OCCURRENCE \$
	<b>EXCESS LIAB</b>	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$						\$
<b>A</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	Y/N <input checked="" type="checkbox"/> Y	N/A	TC2JUB419J185614	09/19/2014	09/19/2015	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

City Of San Marcos  
Attn: Paul Malone  
1 Civic Center Drive  
San Marcos, CA 92069-2949

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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City of San Marcos Solid Waste Collection Rates Effective 7/1/2015

City Of San Marcos Rates Effective 7/1/15										
CPI Index 2nd Half 2014		265.039								
CPI Index 2nd Half 2012		257.285								
Change		7.754								
% Change		3.014%								
Service Type	Current Rate			Rate Change			New Rate			% Change
	Total Rate	Waste Rate	Current AB 939 Fee	Waste Rate	AB 939 Fee	Total Increase	Total Rate	Waste Rate	AB 939 Fee	
<b>Residential Services</b>				3.014%						
Residential Street	\$20.88	\$20.34	\$0.54	\$ 0.61	\$ -	\$ 0.61	\$21.49	\$20.95	\$0.54	2.92%
Yard Stop A	\$25.54	\$24.86	\$0.68	\$ 0.75	\$ -	\$ 0.75	\$26.29	\$25.61	\$0.68	2.94%
Yard Stop B	\$31.63	\$30.77	\$0.86	\$ 0.93	\$ -	\$ 0.93	\$32.56	\$31.70	\$0.86	2.94%
Yard Stop C	\$38.87	\$37.80	\$1.07	\$ 1.14	\$ -	\$ 1.14	\$40.01	\$38.94	\$1.07	2.93%
Easement 1	\$22.47	\$21.88	\$0.59	\$ 0.66	\$ -	\$ 0.66	\$23.13	\$22.54	\$0.59	2.94%
Easement 2	\$25.91	\$25.22	\$0.69	\$ 0.76	\$ -	\$ 0.76	\$26.67	\$25.98	\$0.69	2.93%
Residential Units (1st Unit)	\$20.88	\$20.34	\$0.54	\$ 0.61	\$ -	\$ 0.61	\$21.49	\$20.95	\$0.54	2.92%
Each Additional Unit	\$18.94	\$18.45	\$0.49	\$ 0.56	\$ -	\$ 0.56	\$19.50	\$19.01	\$0.49	2.96%
Family Mobile Home Parks	\$18.30	\$17.83	\$0.47	\$ 0.54	\$ -	\$ 0.54	\$18.84	\$18.37	\$0.47	2.95%
Adult Mobile Home Parks	\$17.49	\$17.04	\$0.45	\$ 0.51	\$ -	\$ 0.51	\$18.00	\$17.55	\$0.45	2.92%
<b>Commercial Services</b>										
Commercial Can (minimum)	\$25.09	\$24.42	\$0.67	\$ 0.74	\$ -	\$ 0.74	\$25.83	\$25.16	\$0.67	2.95%
<b>2 Cubic Yard Bins</b>										
1 x week	\$77.73	\$77.73		\$ 2.34	\$ -	\$ 2.34	\$80.07	\$80.07		3.01%
2 x week	\$141.02	\$141.02		\$ 4.25	\$ -	\$ 4.25	\$145.27	\$145.27		3.01%
3 x week	\$204.98	\$204.98		\$ 6.18	\$ -	\$ 6.18	\$211.16	\$211.16		3.01%
4 x week	\$267.72	\$267.72		\$ 8.07	\$ -	\$ 8.07	\$275.79	\$275.79		3.01%
5 x week	\$330.91	\$330.91		\$ 9.97	\$ -	\$ 9.97	\$340.88	\$340.88		3.01%
6 x week	\$394.23	\$394.23		\$ 11.88	\$ -	\$ 11.88	\$406.11	\$406.11		3.01%
<b>3 Cubic Yard Bins</b>										
1 x week	\$107.08	\$107.08		\$ 3.23	\$ -	\$ 3.23	\$110.31	\$110.31		3.02%
2 x week	\$192.48	\$192.48		\$ 5.80	\$ -	\$ 5.80	\$198.28	\$198.28		3.01%
3 x week	\$277.88	\$277.88		\$ 8.37	\$ -	\$ 8.37	\$286.25	\$286.25		3.01%
4 x week	\$397.16	\$397.16		\$ 11.97	\$ -	\$ 11.97	\$409.13	\$409.13		3.01%
5 x week	\$448.77	\$448.77		\$ 13.52	\$ -	\$ 13.52	\$462.29	\$462.29		3.01%
6 x week	\$534.18	\$534.18		\$ 16.10	\$ -	\$ 16.10	\$550.28	\$550.28		3.01%
<b>4 Cubic Yard Bins</b>										
1 x week	\$142.76	\$142.76		\$ 4.30	\$ -	\$ 4.30	\$147.06	\$147.06		3.01%
2 x week	\$257.04	\$257.04		\$ 7.75	\$ -	\$ 7.75	\$264.79	\$264.79		3.02%
3 x week	\$370.59	\$370.59		\$ 11.17	\$ -	\$ 11.17	\$381.76	\$381.76		3.01%
4 x week	\$484.65	\$484.65		\$ 14.61	\$ -	\$ 14.61	\$499.26	\$499.26		3.01%
5 x week	\$598.41	\$598.41		\$ 18.03	\$ -	\$ 18.03	\$616.44	\$616.44		3.01%
6 x week	\$712.30	\$712.30		\$ 21.47	\$ -	\$ 21.47	\$733.77	\$733.77		3.01%
<b>5 Cubic Yard Bins</b>										
1 x week	\$165.79	\$165.79		\$ 5.00	\$ -	\$ 5.00	\$170.79	\$170.79		3.02%
2 x week	\$295.50	\$295.50		\$ 8.91	\$ -	\$ 8.91	\$304.41	\$304.41		3.02%
3 x week	\$425.23	\$425.23		\$ 12.82	\$ -	\$ 12.82	\$438.05	\$438.05		3.01%
4 x week	\$555.19	\$555.19		\$ 16.73	\$ -	\$ 16.73	\$571.92	\$571.92		3.01%
5 x week	\$684.69	\$684.69		\$ 20.64	\$ -	\$ 20.64	\$705.33	\$705.33		3.01%
6 x week	\$814.45	\$814.45		\$ 24.55	\$ -	\$ 24.55	\$839.00	\$839.00		3.01%



# CERTIFICATE OF LIABILITY INSURANCE

EDCODIS-01

KGOAD

DATE (MM/DD/YYYY)

9/17/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0C36861  
Inland Empire-Alliant Insurance Services, Inc.  
735 Carnegie Dr Ste 200  
San Bernardino, CA 92408

**RECEIVED**

SEP 21 2015

City Clerk Dept.  
City of San Marcos

INSURED

Edco Waste & Recycling Services Inc  
Edco Disposal Corporation  
6670 Federal Blvd  
Lemon Grove, CA 91945

CONTACT NAME: Karen M Adcock

PHONE (A/C, No, Ext): (909) 886-9861

FAX (A/C, No): (909) 886-2013

E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Travelers Property Casualty Co of Amer

25674

INSURER B

INSURER C

INSURER D

INSURER E

INSURER F

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR					EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$
	DED	RETENTION \$					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	TC2JUB-419J1856-15	09/19/2015	09/19/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

City Of San Marcos  
Attn: Paul Malone  
1 Civic Center Drive  
San Marcos, CA 92069-2949

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/13/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  
San Marcos - Alliant Insurance Services, Inc.  
Suite 100  
San Marcos CA 92069

Received

OCT 19 2015

EDCODIS-01

City Clerk Department  
City of San Marcos

INSURED  
EDCO Waste & Recycling Services  
6670 Federal Blvd.  
Lemon Grove CA 91945-1392

CONTACT NAME: Wilhem Morelos

PHONE (A/C, No, Ext): (760) 304-7120

FAX (A/C, No): (760) 304-7360

E-MAIL ADDRESS: WMorelos@alliant.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	National Union Fire Ins Co Pittsbur	19445
INSURER B:	Rockhill Insurance Company	28053
INSURER C:	Indemnity Insurance Company of N A	43575
INSURER D:	ACE American Insurance Company	22667
INSURER E:		
INSURER F:		

## COVERAGES

CERTIFICATE NUMBER: 2018342143

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$100,000 SIR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	G24968443	10/15/2015	10/15/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
D	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		H08788972003	10/15/2015	10/15/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		FF01124501 BE027731637	10/15/2015 10/15/2015	10/15/2016 10/15/2016	EACH OCCURRENCE \$25,000,000 AGGREGATE \$25,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/> N / A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CITY OF SAN MARCOS, THE SAN MARCOS REDEVELOPMENT AGENCY AND THEIR ELECTED AND APPOINTED BOARDS, OFFICERS, AGENTS AND EMPLOYEES ARE ADDITIONAL INSURED ON PRIMARY AND NON-CONTRIBUTORY BASIS WITH RESPECT TO THIS SUBJECT PROJECT AND CONTRACT WITH CITY. WAIVER OF SUBROGATION APPLIES IN FAVOR OF THE ADDITIONAL INSURED PER THE ATTACHED ENDORSEMENT.

## CERTIFICATE HOLDER

CITY OF SAN MARCOS  
ATTN: PAUL MALONE  
1 CIVIC CENTER DRIVE  
SAN MARCOS CA 92069

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

### **Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – STATE OR GOVERNMENTAL  
AGENCY OR SUBDIVISION OR POLITICAL  
SUBDIVISION – PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**State Or Governmental Agency Or Subdivision Or Political Subdivision:**

Any State or Governmental Agency or Subdivision for whom you are performing operations and has issued a permit or authorization to you when you and such State or Governmental Agency or Subdivision have agreed in writing in a contract or agreement that they be added as additional insured on your policy.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section II – Who Is An Insured** is amended to include as an insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.
2. This insurance does not apply to:
  - a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
  - b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/13/2015

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<b>PRODUCER</b> San Marcos - Alliant Insurance Services, Inc. Suite 100 San Marcos CA 92069	<b>CONTACT NAME:</b> Wilhem Morelos <b>PHONE (A/C, No, Ext):</b> (760) 304-7120 <b>FAX (A/C, No):</b> (760) 304-7360 <b>E-MAIL ADDRESS:</b> WMorelos@alliant.com														
<b>INSURED</b> EDCO Disposal Corporation 6670 Federal Blvd. Lemon Grove CA 919451392	<b>INSURER(S) AFFORDING COVERAGE</b> <table border="1"><thead><tr><th>INSURER</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A : National Union Fire Ins Co Pittsbur</td><td>19445</td></tr><tr><td>INSURER B : Rockhill Insurance Company</td><td>28053</td></tr><tr><td>INSURER C : Indemnity Insurance Company of N A</td><td>43575</td></tr><tr><td>INSURER D : ACE American Insurance Company</td><td>22667</td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></tbody></table>	INSURER	NAIC #	INSURER A : National Union Fire Ins Co Pittsbur	19445	INSURER B : Rockhill Insurance Company	28053	INSURER C : Indemnity Insurance Company of N A	43575	INSURER D : ACE American Insurance Company	22667	INSURER E :		INSURER F :	
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INSURER E :															
INSURER F :															

**Received**

OCT 19 2015

EDCODIS-01

City Clerk Department  
City of San Marcos**COVERAGES****CERTIFICATE NUMBER:** 1723937023**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
C	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$100,000 SIR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	G24968443	10/15/2015	10/15/2016	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$300,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$10,000</td></tr><tr><td>PERSONAL &amp; ADV INJURY</td><td>\$1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$2,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000	MED EXP (Any one person)	\$10,000	PERSONAL & ADV INJURY	\$1,000,000	GENERAL AGGREGATE	\$2,000,000	PRODUCTS - COMP/OP AGG	\$2,000,000		\$
EACH OCCURRENCE	\$1,000,000																			
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000																			
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	\$																			
D	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		H08788972003	10/15/2015	10/15/2016	<table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000																			
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B A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		FF01124501 BE027731637	10/15/2015 10/15/2015	10/15/2016 10/15/2016	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$25,000,000</td></tr><tr><td>AGGREGATE</td><td>\$25,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$25,000,000	AGGREGATE	\$25,000,000		\$								
EACH OCCURRENCE	\$25,000,000																			
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	\$																			
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N <input type="checkbox"/> N / A <input type="checkbox"/>					<table border="1"><tr><td>PER STATUTE</td><td>OTH-ER</td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</td></tr></table>	PER STATUTE	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$						
PER STATUTE	OTH-ER																			
E.L. EACH ACCIDENT	\$																			
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CITY OF SAN MARCOS, THE SAN MARCOS REDEVELOPMENT AGENCY AND THEIR ELECTED AND APPOINTED BOARDS, OFFICERS, AGENTS AND EMPLOYEES ARE ADDITIONAL INSURED ON PRIMARY AND NON-CONTRIBUTORY BASIS WITH RESPECT TO THIS SUBJECT PROJECT AND CONTRACT WITH CITY. WAIVER OF SUBROGATION APPLIES IN FAVOR OF THE ADDITIONAL INSURED PER THE ATTACHED ENDORSEMENT.

**CERTIFICATE HOLDER****CANCELLATION**CITY OF SAN MARCOS  
ATTN: PAUL MALONE  
1 CIVIC CENTER DRIVE  
SAN MARCOS CA 92069

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

### **Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s):</b>	<b>Location(s) Of Covered Operations</b>
Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as additional insured on your policy. Such person or organization is an additional insured only with respect to liability arising out of your ongoing operations performed for that insured.	All locations at which you are performing operations for any person or organization with whom or with which you have agreed in writing in a contract or agreement that such person(s) or organization(s) shall be included as an additional insured on your policy.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

<b>Name Of Person Or Organization:</b> Where required by written contract or written agreement.
-------------------------------------------------------------------------------------------------

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.
--------------------------------------------------------------------------------------------------------

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.





# CERTIFICATE OF LIABILITY INSURANCE

EDCODIS-01

SMARTIN

DATE (MM/DD/YYYY)

9/16/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0C36861  
Inland Empire-Alliant Insurance Services, Inc.  
735 Carnegie Dr Ste 200  
San Bernardino, CA 92408

**RECEIVED****SEP 19 2016**City Clerk Dept.  
City of San Marcos

INSURED

Edco Waste & Recycling Services Inc  
Edco Disposal Corporation  
6670 Federal Blvd  
Lemon Grove, CA 91945

CONTACT NAME: Karen M Adcock

PHONE (A/C, No, Ext): (909) 886-9861

FAX (A/C, No): (909) 886-2013

E-MAIL ADDRESS: KAdcock@alliant.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Travelers Property Casualty Co of Amer	25674
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$
						MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$
	OTHER:					\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y / N <input type="checkbox"/> N / A	TC2J-UB-419J185-6-16	09/19/2016	09/19/2017	X PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

City Of San Marcos  
Attn: Paul Malone  
1 Civic Center Drive  
San Marcos, CA 92069-2949

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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March 1, 2018

Elmer Heap, Division Manager  
EDCO Waste & Recycling Services, Inc.  
224 Las Posas Road  
San Marcos, CA 92078

Re: Annual Performance Review

Dear Mr. Heap:

In accordance with Section 3.2 of the franchise agreement with EDCO Waste & Recycling Services, the City is required to conduct a year-end review of the quality of service provided by EDCO as the City's exclusive waste and recycling hauler. Based on a finding of satisfactory performance, the City Manager is authorized to grant a one-year extension to the current term of your contract.

We are pleased to report that the City continues to be very satisfied with your company's services. Your customer service, sales, and operations staff are always very courteous and provide prompt and exceptional service to our residents, businesses, and City staff.

Just like in previous years, EDCO has also assisted the City with disposal and recycling for many City-initiated projects this year. I know our residents continue to welcome your additional free services, including the very popular e-waste and shredding event, as well as your Christmas tree recycling drop-off.

We were excited to celebrate EDCO's grand opening in June of its newest recycling facility, Escondido Resource Recovery (ERR). This state-of-the-art advanced technology facility is one of the newest in the country, aiming to lead the company and the region to zero waste.

We look forward to continuing our joint efforts to increase the number of residents and businesses that are recycling to ensure our ongoing compliance with the state's mandatory waste diversion requirements. Your help in implementing the state's new organics recycling law is also appreciated.

Based on the above findings and pursuant to City Council Resolution No. 88-2785, I am authorizing a one-year extension of EDCO Waste and Recycling Services' contract to March 1, 2023.

Congratulations on the one-year extension. If you would like to discuss this matter further, please feel free to call me at (760) 744-1050.

Sincerely,



Jack Griffin  
City Manager

[www.san-marcos.net](http://www.san-marcos.net)





EDCODIS-01

MSCHWARTZ

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/13/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER License # 0C36861

Inland Empire-Alliant Insurance Services, Inc.  
735 Carnegie Dr Ste 200  
San Bernardino, CA 92408

CONTACT NAME: Melissa D Schwartz

PHONE (A/C, No, Ext): (909) 886-9861

FAX (A/C, No): (909) 886-2013

E-MAIL ADDRESS: mschwartz@alliant.com

RECEIVED

SEP 17 2018

City of San Marcos

INSURED

Edco Waste & Recycling Services Inc  
Edco Disposal Corporation  
6670 Federal Blvd  
Lemon Grove, CA 91945

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Travelers Property Casualty Company of America

25674

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						
	CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>						EACH OCCURRENCE \$
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
							PRODUCTS - COMP/OP AGG \$
							\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>						
	OTHER:						
	AUTOMOBILE LIABILITY						
	ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/>						COMBINED SINGLE LIMIT (Ea accident) \$
	HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/>						BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/>						EACH OCCURRENCE \$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/>						AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			TC2JUB-419J1856-18	09/19/2018	09/19/2019	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input type="checkbox"/> N/A						X PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

City Of San Marcos  
Attn: Paul Malone  
1 Civic Center Drive  
San Marcos, CA 92069-2949

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

March 5, 2019

Elmer Heap, Division Manager  
EDCO Waste & Recycling Services, Inc.  
224 Las Posas Road  
San Marcos, CA 92078

Re: Annual Performance Review

Dear Mr. Heap:

In accordance with Section 3.2 of the franchise agreement with EDCO Waste & Recycling Services, the City is required to conduct a year-end review of the quality of service provided by EDCO as the City's exclusive waste and recycling hauler. Based on a finding of satisfactory performance, the City Manager is authorized to grant a one-year extension to the current term of your contract.

We are pleased to report that the City continues to be very satisfied with your company's services. Your customer service, sales, and operations staff are always very courteous and provide prompt and exceptional service to our residents, businesses, and City staff.

Just as in previous years, EDCO has assisted the City with disposal and recycling for many City-initiated projects this year. I know our residents continue to welcome your additional free services, including the very popular e-waste and shredding event, receiving two, annual bulky item disposal coupons for the Escondido Transfer Station, as well as the Christmas tree recycling drop-off site.

We look forward to working with you to ensure compliance with the state's latest mandatory legislation, SB 1383, requiring organic waste collection and recycling services for all waste generators.

Based on the above findings and pursuant to City Council Resolution No. 88-2785, I am authorizing a one-year extension of EDCO Waste and Recycling Services' contract to March 1, 2024.

Congratulations on the one-year extension. If you would like to discuss this matter further, please feel free to call me at (760) 744-1050.

Sincerely,



Jack Griffin  
City Manager





1171

EDCODIS-01

MSCHWARTZ

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/17/2019

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PRODUCER License # 0C36861

Inland Empire-Alliant Insurance Services, Inc.  
685 Carnegie Dr Ste 265  
San Bernardino, CA 92408

CONTACT NAME: Melissa D Schwartz

PHONE

(A/C, No, Ext): (909) 886-9861

FAX

(A/C, No): (909) 886-2013

E-MAIL

ADDRESS: mschwartz@alliant.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Travelers Property Casualty Company of America

25674

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

Edco Waste & Recycling Services Inc  
Edco Disposal Corporation  
6670 Federal Blvd  
Lemon Grove, CA 91945

RECEIVED

SEP 28 2019

City Clerk Office  
City of San Marcos

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
							PRODUCTS - COMP/OP AGG \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						\$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR					EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$
	DED	RETENTION \$					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N		UB-3N219785-19-51-K	9/19/2019	9/19/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

City Of San Marcos  
Attn: Paul Malone  
1 Civic Center Drive  
San Marcos, CA 92069-2949

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/15/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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<b>PRODUCER</b> San Marcos - Alliant Insurance Services, Inc. Suite 100 San Marcos CA 92069	<b>CONTACT NAME:</b> Wilhem Morelos <b>PHONE (A/C, No, Ext):</b> (760) 304-7120 <b>FAX (A/C, No):</b> 760-304-7360 <b>E-MAIL ADDRESS:</b> WMorelos@alliant.com	
<b>INSURED</b> EDCO Disposal Corporation 6670 Federal Blvd. Lemon Grove CA 919451392	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
	INSURER A : North American Capacity Insurance Company	25038
	INSURER B : GuideOne National Insurance Company	14167
	INSURER C : ACE American Insurance Company	22667
	INSURER D : Great American Insurance Company	16691
	INSURER E :	
	INSURER F :	

RECEIVED

OCT 31 2019

City Clerk Dept.  
City of San Marcos

EDCODIS-01

**COVERAGES**

CERTIFICATE NUMBER: 1275211733

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$250,000 SIR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	XSLG71232669	10/15/2019	10/15/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ISAH2529175A	10/15/2019	10/15/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A B D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			DOX000214302 56000002302 TUE509645616	10/15/2019 10/15/2019 10/15/2019	10/15/2020 10/15/2020 10/15/2020	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
CITY OF SAN MARCOS, THE SAN MARCOS REDEVELOPMENT AGENCY AND THEIR ELECTED AND APPOINTED BOARDS, OFFICERS, AGENTS AND EMPLOYEES ARE ADDITIONAL INSURED ON PRIMARY AND NON-CONTRIBUTORY BASIS WITH RESPECT TO THIS SUBJECT PROJECT AND CONTRACT WITH CITY. WAIVER OF SUBROGATION APPLIES IN FAVOR OF THE ADDITIONAL INSURED PER THE ATTACHED ENDORSEMENT.

**CERTIFICATE HOLDER****CANCELLATION**

CITY OF SAN MARCOS  
ATTN: PAUL MALONE  
1 CIVIC CENTER DRIVE  
SAN MARCOS CA 92069

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

## ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

Named Insured EDCO Disposal Corporation			Endorsement Number 1
Policy Symbol XSL	Policy Number G71232669	Policy Period 10/15/2019 to 10/15/2020	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**This endorsement modifies insurance provided under the following:**

### EXCESS COMMERCIAL GENERAL LIABILITY POLICY

#### SCHEDULE

**Name of Person or Organization:** Any Person or Organization whom you have agreed to include as an Additional Insured under a written contract, provided such contract was executed prior to the date of loss.

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance And Retained Limit:****

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

\_\_\_\_\_  
Authorized Representative

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

Named Insured EDCO Disposal Corporation			Endorsement Number 2
Policy Symbol XSL	Policy Number G71232669	Policy Period 10/15/2019 to 10/15/2020	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**This Endorsement modifies insurance provided under the following:**

### EXCESS COMMERCIAL GENERAL LIABILITY POLICY

#### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any Owner, Lessee or Contractor Whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.	All locations where you are performing operations for such Additional Insured pursuant to any such written contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or



2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance And Retained Limit:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;  
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

---

Authorized Representative

# WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

Named Insured EDCO Disposal Corporation			Endorsement Number 10
Policy Symbol XSL	Policy Number G71232669	Policy Period 10/15/2019 to 10/15/2020	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**This endorsement modifies insurance provided under the following:**

### EXCESS COMMERCIAL GENERAL LIABILITY POLICY

#### SCHEDULE

**Name of Person or Organization:** Any Person or Organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

---

Authorized Agent



## NON-CONTRIBUTORY ENDORSEMENT FOR ADDITIONAL INSURED

Named Insured EDCO Disposal Corporation			Endorsement Number 8
Policy Symbol XSL	Policy Number G71232669	Policy Period 10/15/2019 to 10/15/2020	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**This endorsement modifies insurance provided under the following:**

### EXCESS COMMERCIAL GENERAL LIABILITY POLICY

#### Schedule

#### Organization

Any Additional insured with whom you have agreed to provide such non-contributory insurance, pursuant to and as required under a written contract executed prior to the date of loss.

#### Additional Insured Endorsement

XS 6W25b (04/13)

*(If no information is filled in, the schedule shall read: "All persons or entities added as additional insureds through an endorsement with the term "Additional Insured" in the title)*

For organizations that are listed in the Schedule above that are also an Additional Insured under an endorsement attached to this policy, the following is added to Section IV.4:

If other insurance is available to an insured we cover under any of the endorsements listed or described above (the "Additional Insured") for a loss we cover under this policy, this insurance will apply to such loss and is primary (subject to satisfaction of the "retained limit"), meaning that we will not seek contribution from the other insurance available to the Additional Insured. Your "retained limit" still applies to such loss, and we will only pay the Additional Insured for the "ultimate net loss" in excess of the "retained limit" shown in the Declarations of this policy.

---

Authorized Representative



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/15/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> San Marcos - Alliant Insurance Services, Inc. Suite 100 San Marcos CA 92069		<b>CONTACT NAME:</b> Wilhem Morelos <b>PHONE (A/C, No, Ext):</b> (760) 304-7120 <b>FAX (A/C, No):</b> 760-304-7360 <b>E-MAIL ADDRESS:</b> WMorelos@alliant.com	
<b>INSURED</b> EDCO Disposal Corporation 6670 Federal Blvd. Lemon Grove CA 91945		<div style="border: 2px solid blue; padding: 5px; display: inline-block;"> <b>RECEIVED</b>   <b>OCT 31 2019</b>           City Clerk Dept.          City of San Marcos       </div>	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> North American Capacity Insurance Company	
		<b>INSURER B:</b> GuideOne National Insurance Company	
		<b>INSURER C:</b> ACE American Insurance Company	
		<b>INSURER D:</b> Great American Insurance Company	
<b>INSURER E:</b>		<b>NAIC #</b>	
		25038	
		14167	
		22667	
		16691	

## COVERAGES

**CERTIFICATE NUMBER:** 1251236292

**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$250,000 SIR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	XSLG71232669	10/15/2019	10/15/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	ISAH2529175A	10/15/2019	10/15/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A B D	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	DOX000214302 56000002302 TUE509645616	10/15/2019 10/15/2019 10/15/2019	10/15/2020 10/15/2020 10/15/2020	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Job #1455, Promenade at Creekside.  
 Promenade at Creekside Housing Partners, L.P., City of San Marcos, Wells Fargo, NA RERM-#N9303-110, Allgire General Contractors, Inc. are named as additional insureds on primary and non-contributory basis, waiver of subrogation applies.

## CERTIFICATE HOLDER

## CANCELLATION

City of San Marcos  
 1 Civic Center Drive  
 San Marcos CA 92069-2918

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*[Signature]*

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## ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

Named Insured EDCO Disposal Corporation			Endorsement Number 1
Policy Symbol XSL	Policy Number G71232669	Policy Period 10/15/2019 to 10/15/2020	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**This endorsement modifies insurance provided under the following:**

### EXCESS COMMERCIAL GENERAL LIABILITY POLICY

#### SCHEDULE

**Name of Person or Organization:** Any Person or Organization whom you have agreed to include as an Additional Insured under a written contract, provided such contract was executed prior to the date of loss.

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance And Retained Limit:****

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

\_\_\_\_\_  
Authorized Representative



## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

Named Insured EDCO Disposal Corporation			Endorsement Number 2
Policy Symbol XSL	Policy Number G71232669	Policy Period 10/15/2019 to 10/15/2020	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**This Endorsement modifies insurance provided under the following:**

### EXCESS COMMERCIAL GENERAL LIABILITY POLICY

#### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any Owner, Lessee or Contractor Whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.	All locations where you are performing operations for such Additional Insured pursuant to any such written contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance And Retained Limit:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;  
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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Authorized Representative

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

Named Insured EDCO Disposal Corporation			Endorsement Number 3
Policy Symbol XSL	Policy Number G71232669	Policy Period 10/15/2019 to 10/15/2020	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**This Endorsement modifies insurance provided under the following:**

### EXCESS COMMERCIAL GENERAL LIABILITY POLICY

#### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any Person or Organization whom you have agreed to include as an Additional Insured under a written contract, provided such contact was executed prior to the date of loss.	All locations where you are performing work for such additional insured pursuant to any such written contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance And Retained Limit:**

\* If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

\_\_\_\_\_  
Authorized Representative

## NON-CONTRIBUTORY ENDORSEMENT FOR ADDITIONAL INSURED

Named Insured EDCO Disposal Corporation			Endorsement Number 8
Policy Symbol XSL	Policy Number G71232669	Policy Period 10/15/2019 to 10/15/2020	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**This endorsement modifies insurance provided under the following:**

### EXCESS COMMERCIAL GENERAL LIABILITY POLICY

#### Schedule

#### Organization

Any Additional insured with whom you have agreed to provide such non-contributory insurance, pursuant to and as required under a written contract executed prior to the date of loss.

#### Additional Insured Endorsement

XS 6W25b (04/13)

*(If no information is filled in, the schedule shall read: "All persons or entities added as additional insureds through an endorsement with the term "Additional Insured" in the title)*

For organizations that are listed in the Schedule above that are also an Additional Insured under an endorsement attached to this policy, the following is added to Section IV.4:

If other insurance is available to an insured we cover under any of the endorsements listed or described above (the "Additional Insured") for a loss we cover under this policy, this insurance will apply to such loss and is primary (subject to satisfaction of the "retained limit"), meaning that we will not seek contribution from the other insurance available to the Additional Insured. Your "retained limit" still applies to such loss, and we will only pay the Additional Insured for the "ultimate net loss" in excess of the "retained limit" shown in the Declarations of this policy.

\_\_\_\_\_  
Authorized Representative

# WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

Named Insured EDCO Disposal Corporation			Endorsement Number 10
Policy Symbol XSL	Policy Number G71232669	Policy Period 10/15/2019 to 10/15/2020	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**This endorsement modifies insurance provided under the following:**

### EXCESS COMMERCIAL GENERAL LIABILITY POLICY

#### SCHEDULE

**Name of Person or Organization:** Any Person or Organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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Authorized Agent



**ADDITIONAL INSURED –  
DESIGNATED PERSONS OR ORGANIZATIONS**

Named Insured EDCO Disposal Corporation			Endorsement Number 1
Policy Symbol ISA	Policy Number H2529175A	Policy Period 10/15/2019 TO 10/15/2020	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement modifies insurance provided under the following:**

**BUSINESS AUTO COVERAGE FORM  
AUTO DEALERS COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
EXCESS BUSINESS AUTO COVERAGE FORM**

Additional Insured(s): Any Person of Organization whom you have agreed to include as an Additional Insured under a written contract, provided such contract was executed prior to the date of loss.

- A. For a covered "auto," Who Is Insured is amended to include as an "insured," the persons or organizations named in this endorsement. However, these persons or organizations are an "insured" only for "bodily injury" or "property damage" resulting from acts or omissions of:
1. You.
  2. Any of your "employees" or agents.
  3. Any person operating a covered "auto" with permission from you, any of your "employees" or agents.
- B. The persons or organizations named in this endorsement are not liable for payment of your premium.

\_\_\_\_\_  
Authorized Representative

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS

Named Insured EDCO Disposal Corporation			Endorsement Number 5
Policy Symbol ISA	Policy Number H2529175A	Policy Period 10/15/2019 TO 10/15/2020	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**This Endorsement modifies insurance provided under the following:**

**BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIERS COVERAGE FORM  
AUTO DEALERS COVERAGE FORM**

We waive any right of recovery we may have against the person or organization shown in the Schedule below because of payments we make for injury or damage arising out of the use of a covered auto. The waiver applies only to the person or organization shown in the SCHEDULE.

#### SCHEDULE

Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

---

Authorized Representative

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **POLLUTION LIABILITY – BROADENED COVERAGE FOR COVERED AUTOS – BUSINESS AUTO AND MOTOR CARRIER COVERAGE FORMS**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**A. Covered Autos Liability Coverage** is changed as follows:

1. Paragraph **a.** of the **Pollution** Exclusion applies only to liability assumed under a contract or agreement.
2. With respect to the coverage afforded by Paragraph **A.1.** above, Exclusion **B.6. Care, Custody Or Control** does not apply.

**B. Changes In Definitions**

For the purposes of this endorsement, Paragraph **D.** of the **Definitions** Section is replaced by the following:

- D.** "Covered pollution cost or expense" means any cost or expense arising out of:
1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
  2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- b. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

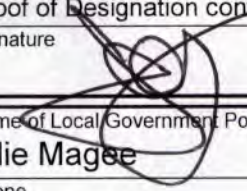
Paragraphs **a.** and **b.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.



## PROOF OF DESIGNATION

This form may be used as a Proof of Designation under Title 14 of the California Code of Regulations (CCR) § 18660.49 when issued by a California Local Government. It must be completed by representatives authorized to act on behalf of that Local Government and the Designated Approved Collector. A copy of the completed designation must be transmitted to CalRecycle **by the Local Government** at least 30 days prior to use by the Designated Approved Collector.

Designating Local Government <b>City of San Marcos</b>		
Designated Approved Collector <b>EDCO Waste &amp; Recycling</b>		CEWID # <b>101548</b>
Designation Begin Date <b>9/16/2019</b>	Designation End Date <b>9/15/2024</b>	<b>Use of this Designation shall not occur prior to 30 days after transmittal of this Proof of Designation to CalRecycle.</b>
Geographic Area of Service <b>City limits of San Marcos</b>		
Location(s) of Authorized Collection(s) (Attach additional sheets as necessary) <input type="checkbox"/> Check if attachment(s) are provided. <b>EDCO Waste &amp; Recycling 224 South Las Posas Road, San Marcos, CA. 92078</b>		
Method of Collection Activities ( <u>initial</u> each authorized method – Note that generator source and volume limitations may apply) <input checked="" type="checkbox"/> Drop-off <input type="checkbox"/> Curbside Service <input checked="" type="checkbox"/> Illegal Disposal Clean-up <input checked="" type="checkbox"/> Special Events <input type="checkbox"/> Other (specify):		
Description of Authorized Collection(s) (Attach additional sheets as necessary) <input type="checkbox"/> Check if attachment(s) are provided. <b>Residential Drop off at EDCO collection facility, and City Special Collection Events</b>		
Name of Designating Authority Representative <b>Jack Griffin</b>		Title <b>City Manager</b>
Phone <b>(760) 744-1050</b>		E-Mail <b>jgriffin@san-marcos.net</b>
Mailing Address <b>1 Civic Center Drive, San Marcos, CA. 92069</b>		
<b>CERTIFICATION STATEMENT</b> as required under Title 14 CCR § 18660.49(b)(5): I am a Local Government representative authorized to execute agreements or contracts related to waste management on behalf of the Local Government. I have read and understand all applicable laws and regulations governing the Electronic Waste Recovery and Recycling Program. I agree that the Local Government shall operate in compliance with those applicable laws and regulations. I certify that the Proof of Designation contains true and correct information to the best of my knowledge.		
Signature 		Date Signed <b>8/26/19</b>
Name of Local Government Point of Contact (if different than above) <b>Julie Magee</b>		Title <b>Program Manager</b>
Phone <b>(760) 744-1050</b>		E-Mail <b>jmagee@san-marcos.net</b>
Name of Designated Approved Collector Signatory <b>Robert Hill</b>		Title <b>Director of Recycling</b>
Phone <b>(619) 572-2010</b>		E-Mail <b>rhill@edcodisposal.com</b>
<b>CERTIFICATION STATEMENT</b> as required under Title 14 CCR § 18660.49(b)(6): I am an authorized signatory listed in the application for approval, and my organization agrees to operate in compliance with the requirements of the Electronic Waste Recovery and Recycling Program and all applicable laws and regulations.		
Signature		Date Signed

FOR CALRECYCLE USE ONLY

Transmitted By <input type="checkbox"/> Mail <input type="checkbox"/> Electronic Mail	Date Transmitted	Date Eligible for Use	Received By
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## PROCUREMENT REQUEST FORM (AND ROUTING COVER SHEET)

Select all that apply: ☐ IFB ☐ RFQ/P ☐ Contract ☒ Contract Change ☐ Purchase/Task Order ☐ Other:

Completion of this form will begin the procurement process for a solicitation, purchase or contract (SMMC Purchasing Chapter 2.30.10-2.30.15 and Ord. no. 2010-1332)

**PRINT**

### FOR CITY CLERK

Contract No: 1171

Amendment/Addendum No:

City Document No:

Return original copy or applicable documents to\*: ANGELICA CUFFARI-PAGAN

\*Department to note which documents to return

### Section 1 PROJECT MANAGER INFORMATION AND SIGNATURE

Name: Sean Harris

Date: 11/23/2021

Department: Admin

Phone Extension: 3116

Signed: 

**Note:** Unsigned form will be rejected and returned to requestor

### Section 2 PROCUREMENT TYPE

Description (select one): Existing

Type (select one): Professional Services

Other:

Other: Waste and Recyclable Services and Discarded Materials Management

**STOP** 1. IF this is for a new online Invitation for Bid (IFB) or Request for Qualification/Quote/Proposal (RFQ/P) >

**Submit** this form (completed up to Section 2; a Procurement team member will complete remaining sections upon completion of successful solicitation) **and** Request for Solicitation Form (with applicable documents) to Finance at [Procurement@san-marcos.net](mailto:Procurement@san-marcos.net). 2. **OTHERWISE** continue completing form and comply with **ACTION** at end.

### Section 3 VENDOR/CONTRACTOR/CONSULTANT INFORMATION

Company Name: EDCO Waste & Recycling Services, Inc.

Contact Name: Jim Ambroso

Contact Phone: ( ) -

Contact Email: JAmbroso@edcodisposal.com

Vendor ID No.:

If NEW Vendor, complete & submit to Finance A/P the Set Up Form (Intranet/Finance-IT/Vendor Set Up Form)

Form 700 Required? ☐ Yes, attached or filed with City Clerk ☒ No

### Section 4 CONTRACT/AGREEMENT/PO/TO INFORMATION

Description (select one): Other

Other: Franchise Agreement Amendment

Existing Contract No.: 1171

Existing PO/TO No.:

Select One: Amendment

No.:

City Council Approval: ☒ Yes, Number: Resolution 2021-8932 ☐ N/A

Description of Purchase: Amendment to Exclusive Franchise Agreement to provide waste, recycling and organics recovery services in the City of San Marcos

Period of Performance

Estimated Start Date: 4/10/1990

Estimated End Date: 3/1/2026

Time Amendments

Amended End Date: 12/31/2027

Contract/Agreement Amount:

Original Amount

\$

+/- Sum of all Change Amts to Date

\$

+/- Change Amount (this request)

\$

= Total Proposed Amount

\$

Budget Line Item No.

☐ Encumbrance or ☐ NTE Amt (\$)

Fiscal Year (attach separate worksheet if needed)

2/3/2022 



Retention: Does contract include retention provisions?	<input type="checkbox"/> Yes, % <input checked="" type="checkbox"/> No
Prevailing Wage*: Subject to requirements?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A
Prevailing Wage Consultant Notified:	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A
Project Registration*: DIR Form PWC-100 to be submitted?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A
NOTE: If subject to Prevailing Wage, ensure Form PWC-100 submitted to Department of Industrial Relations (DIR) within 30 days of project award, and no later than the first day of work on a project.	
DIR Registration: Prime and applicable Subs registered?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A
Attachments (select all that apply):	<input type="checkbox"/> Scope of Work and Schedule
	<input type="checkbox"/> Payment/Fee Schedule
	<input checked="" type="checkbox"/> Contract w/ Exhibits
	<input type="checkbox"/> Addendum / Amendment
	<input type="checkbox"/> Coop Agmt fr Source Agency
Insurance Attachment (select all that apply):	<input type="checkbox"/> Ratings for each carrier - <a href="http://www.ambest.com">www.ambest.com</a>
	<input type="checkbox"/> Special Provisions or Specifications
	<input type="checkbox"/> Selection Form
	<input type="checkbox"/> Proposal / Quote
	<input type="checkbox"/> Sole Source Form
	<input checked="" type="checkbox"/> Other: Rate Schedule
	<input type="checkbox"/> Profile from web - <a href="http://www.insurance.ca.gov">www.insurance.ca.gov</a>
<input type="checkbox"/> Insurance information has been/will be entered into the PINS system	
Bonds (if applicable):	Payment Bond <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
	Performance Bond <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
	Warranty Bond <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
	Other:
Document to be Recorded?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes; to be recorded by <input type="checkbox"/> Originator or <input type="checkbox"/> City Clerk
Account to charge recording fee:	

\*Reference Prevailing Wage Laws for Awarding Bodies Information Sheet and Instructions for detailed information (and can be found on the City's Intranet Site; Contracts and Agreements, Prevailing Wage/Labor Compliance.)

### Section 5 FUNDING SOURCE INFORMATION

Select all that apply:	Funding Source (select one): Other (Ex: if multiple, list in Description)	
	Description (ie: FHWA, Transnet, etc.):	
	IF Grant	Description:
		Grant No.:
	Grant Amount: \$	

### Section 6 REVIEW AND APPROVAL SIGNATURES

Check box for all those that need to review and sign. Unmarked box will be considered N/A.

<input checked="" type="checkbox"/> Department Director:	DocuSigned by: <i>Michelle Bender</i>	Date:	12/14/2021
<input checked="" type="checkbox"/> Finance/Budget:	DocuSigned by: <i>Merco Leclair</i>	Date:	12/14/2021
<input checked="" type="checkbox"/> HR/Risk:	DocuSigned by: <i>Janelle Laughlin</i>	Date:	1/21/2022
<input checked="" type="checkbox"/> City Attorney:	IN OFFICE SIGNATURE REQUIRED	Date:	01.25.2022
<input checked="" type="checkbox"/> City Manager:	IN OFFICE SIGNATURE REQUIRED	Date:	1/25/2022
<input checked="" type="checkbox"/> City Clerk:	IN OFFICE SIGNATURE REQUIRED	Date:	1/25/2022
<input type="checkbox"/> Other:		Date:	

**ACTION:** Email Routing Package to [Procurement@san-marcos.net](mailto:Procurement@san-marcos.net) with the following (including but not limited to):

1. This Cover Sheet (and, if applicable, Request for Solicitation Form)
2. All applicable Attachments described in Section 4

### FINANCE USE ONLY:

☐ MUNIS Entry complete ☐ Email PM and/Vendor sent ☐ PINS ☐ DIR/PWC 100 (if applicable) ☐ Other: \_\_\_\_\_

1  
2  
3 AMENDED AND RESTATED EXCLUSIVE FRANCHISE  
4 AGREEMENT FOR

5  
6 SOLID WASTE AND RECYCLABLE SERVICES  
7 AND DISCARDED MATERIALS MANAGEMENT

8 Between

9  
10 THE CITY OF SAN MARCOS

11  
12 and

13  
14 EDCO WASTE RECYCLING SERVICES, INC.  
15  
16  
17  
18  
19

20 October 12, 2021  
21



22

23     **Amended and Restated Exclusive Franchise Agreement for Solid Waste and**  
 24     **Recyclable Services and Discarded Materials Management Between the City**  
 25                     **of San Marcos**  
 26             **and EDCO Waste & Recycling Services, Inc.**

---

27

28             This Amended and Restated Exclusive Franchise Agreement for Solid Waste and  
 29     Recyclable Services and Discarded Materials Management ("Agreement") is entered into this  
 30     12<sup>th</sup> day of October 2021 ("Effective Date"), by and between the City of San Marcos, a chartered  
 31     municipal corporation ("City"), and EDCO Waste and Recycling Services, Inc., a California  
 32     corporation ("Contractor"). City and Contractor may be referred to herein individually as a  
 33     "Party" or collectively as the "Parties."

34

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**RECITALS**

---

35     WHEREAS, the Legislature of the State of California, by enactment of the California Integrated  
 36     Waste Management Act of 1989, ("AB 939" or the "Act") (codified at Public Resources Code §§  
 37     4000 et seq.) established a solid waste management process which requires cities and other local  
 38     jurisdictions to implement plans for source reduction, reuse and recycling for solid waste  
 39     attributed to sources within their respective jurisdictions;

40

41     WHEREAS, the Act provides that aspects of solid waste handling of local concern include but  
 42     are not limited to frequency of collection, means of collection and transportation, level of  
 43     services, charges and fees, and nature, location and extent of providing solid waste services;

44

45     WHEREAS, the Act confers discretion on cities to provide for refuse services to its residents by  
 46     the cities themselves or by the cities conferring the authority to do so on private profit-making  
 47     entities; ;

48

49     WHEREAS, City is authorized, pursuant to San Marcos Municipal Code Section 8.68.250 and  
 50     8.68.270, to enter into agreements for the removal, transportation, processing and/or disposal of  
 51     refuse and recyclables within City's jurisdictional boundaries with persons deemed best qualified  
 52     to perform such service;

53

54     WHEREAS, on April 10, 1990, City and Mashburn Sanitization Company entered into a contract  
 55     for the exclusive right to collect, process and/or dispose of garbage, rubbish, other refuse  
 56     materials and recyclables within City ("Original Agreement");

57

58     WHEREAS, the Original Agreement had an initial term of five (5) years, with an option for City  
 59     to extend in increments of one (1) year each, pursuant to Section 3.2 of the Original Agreement;

60

61     WHEREAS, in 1998, upon Contractor's acquisition of a 100% ownership interest in Mashburn  
 62     Waste & Recycling Services, and pursuant to San Marcos City Council Resolution No. 98-5064



63 and San Marcos Municipal Code Section 8.68.290, City assigned to Contractor the Original  
64 Agreement;

65  
66 WHEREAS, pursuant to the San Marcos City Council's authorization and Section 3.2 of the  
67 Original Agreement, the City has extended the Original Agreement with Contractor in successive  
68 one-year increments, up through and including the present;

69  
70 WHEREAS, since the execution of the Original Agreement, the State of California has, through  
71 the enactment of AB 939 and subsequent related legislation including, but not limited to: the  
72 Jobs and Recycling Act of 2011 (AB 341), the Event and Venue Recycling Act of 2004 (AB  
73 2176), SB 1016 (Chapter 343, Statutes of 2008 [Wiggins, SB 1016]), the Mandatory Commercial  
74 Organics Recycling Act of 2014 (AB 1826), and the Short-Lived Climate Pollutants Bill of 2016  
75 (SB 1383), directed the responsible State agency, and all local agencies, to promote a reduction  
76 in Landfill Disposal and to maximize the use of feasible waste reduction, Re-use, Recycling and  
77 composting options in order to reduce the amount of material that must be Disposed;

78  
79 WHEREAS, SB 1383 establishes regulatory requirements for jurisdictions, Generators, haulers,  
80 Solid Waste facilities, and other entities to support achievement of State-wide Organic Waste  
81 Disposal reduction targets;

82 WHEREAS, SB 1383 requires City to implement Collection programs, meet Processing facility  
83 requirements, conduct contamination monitoring, provide education, maintain records  
84 , submit reports, monitor compliance, conduct enforcement, and fulfill other requirements; and,  
85 City has chosen to delegate certain responsibilities to the Contractor, acting as City's designee,  
86 through this Agreement;

87  
88 WHEREAS, the Parties desire to enter into this Agreement to amend and restate the terms and  
89 conditions of the Original Agreement to comply with SB 1383 Regulations and other applicable  
90 State law concerning the disposal of Solid Waste;

91  
92 WHEREAS, the City Council of the City of San Marcos determines and finds pursuant to  
93 California Public Resources Code § 40059(a)(2) that the public interest, health, safety and well-  
94 being, including the minimization of adverse impacts on air quality and traffic from excessive  
95 numbers of collection vehicles; the implementation of measures consistent with the City's  
96 Source Reduction and Recycling Component; and in an effort to reduce the City's potential  
97 CERCLA liability, would be served if Contractor continues to have an exclusive Franchise for  
98 collection, recycling, diversion and disposal of Solid Waste from Service Units within City's  
99 jurisdictional boundaries; and

100  
101 WHEREAS, upon mutual execution of this Agreement, the Parties agree that the Original  
102 Agreement shall have no further legal force or effect, other than the indemnity and hold harmless  
103 provisions in favor of City, which shall remain in full force and effect until the expiration of all  
104 possible limitations periods for any potential action or proceeding arising therefrom, and this  
105 Agreement shall contain the entire understanding between the Parties with respect to the subject  
106 matter hereof.  
107

108

109

110

## OPERATIVE PROVISIONS

111 NOW, THEREFORE, in consideration of the mutual covenants, agreements and other good and  
112 valuable consideration contained in this Agreement, the receipt of which is hereby  
113 acknowledged, City and Contractor agree as follows:

114

## ARTICLE 1: DEFINITIONS

---

115 For purposes of this Agreement, the words and phrases in this Article shall have the following  
116 meanings when capitalized in this Agreement:

117 “**AB 341**” means the State of California Assembly Bill approved on October 5, 2011.  
118 AB 939.

119  
120 “**AB 939**” means the State of California Assembly Bill No. 939 approved September 29, 1989  
121 enacting the California Integrated Waste Management Act of 1989, codified in part at Public  
122 Resources Code §§ 40000 et seq., as it may be amended and as implemented by regulations.

123 “**AB 1594**” means the State of California Assembly Bill approved by the Governor of the State of  
124 California on September 28, 2014.

125  
126 “**AB 1826**” means the State of California Assembly Bill approved by the Governor of the State of  
127 California on September 28, 2014, which added Chapter 12.9 (commencing with Section 42649.8)  
128 to Part 3 of Division 30 of the Public Resources Code, relating to Solid Waste, as amended,  
129 supplemented, superseded, and replaced from time to time.

130  
131 “**Applicable Law**” means all Federal, State, County, and local laws, regulations, rules, orders,  
132 judgments, decrees, permits, approvals, or other requirement of any governmental agency having  
133 jurisdiction over the Collection, Transportation, Processing, and Disposal of Discarded Materials  
134 that are in force on the Effective Date and as may be enacted, issued, or amended during the  
135 Term of this Agreement. Applicable Law includes, but is in no way limited to, AB 939, AB 341,  
136 AB 1826, and SB 1383 and corresponding regulations.

137 “**Bin**” means a metal or plastic container, with a capacity of approximately one (1) cubic yard up  
138 to and including six (6) cubic yards, designed or intended to be mechanically dumped into a  
139 loader packer type truck, that City approves for Collection Services. Bins may also include  
140 Compactors that are owned by Commercial Service Units.

141  
142 “**Biohazardous or Biomedical Waste**” means any waste which may cause disease or reasonably  
143 be suspected of harboring pathogenic organisms; included are waste resulting from the operation  
144 of medical clinics, hospitals, and other facilities processing wastes which may consist of, but are



145 not limited to, human and animal parts, contaminated bandages, pathological specimens,  
146 hypodermic needles, sharps, contaminated clothing and surgical gloves.

147 **“Brown Goods”** means electronic equipment such as televisions, computers, DVD players,  
148 cellular phones and other similar items collected from SFD Service Units.  
149

150 **“Bulky Items”** means solid Waste generated by residential Customers in San Marcos which is too  
151 large to fit in a standard container or cart or in excess of 50 lbs. Items include household appliances  
152 (stoves, refrigerators, washing machines, dryers, dishwashers) commonly referred to as white  
153 goods, water tanks, mattresses, furniture and similar large items. Bulky Items do not include debris  
154 from construction, demolition, renovation or remodeling or abandoned automobiles, trucks,  
155 motorcycles or parts thereof.  
156

157 **“Business”** means all retail, professional, wholesale and industrial facilities, and other  
158 commercial enterprises offering goods or services to the public.  
159

160 **“California Code of Regulations” or “CCR”** means the State of California Code of Regulations.

161 **“CalRecycle”** means California’s Department of Resources Recycling and Recovery, which has  
162 responsibility for developing, implementing, and enforcing SB 1383 Regulations.

163 **“Cart”** means a heavy plastic receptacle with a rated capacity of at least thirty-two (32) and not  
164 more than one hundred (100) gallons, having a hinged tight-fitting lid and wheels, that is  
165 approved by the City Manager or his or her designee for use by Service Recipients for Collection  
166 Services under this Agreement.  
167

168 **“CEQA”** means the California Environmental Quality Act, codified at Cal. Pub. Res. Code  
169 Sections 21000 et seq. as amended or superseded, and the regulations promulgated thereunder  
170 and as set forth in the CCR.  
171

172 **“CERCLA”** means the Comprehensive Environmental Response, Compensation and Liability  
173 Act of 1980, 42 U.S.C. Sections 9601 et seq., as may be amended, and regulations promulgated  
174 thereunder.  
175

176 **“City”** means City of San Marcos, a charter city and municipal corporation organized under the  
177 laws of the State of California, and all the territory lying within the municipal boundaries of City  
178 as presently existing or as such boundaries may be modified during the term of this Agreement.  
179

180 **“City Collection Service”** means City Solid Waste Collection Service, City Organic Waste  
181 Collection Service, and City Recycling Service.  
182

183 **“City Facility(ies)”** means City Hall and any building or other site owned, leased or used  
184 regularly and significantly (i.e., more than seventy-five percent (75%)) by employees or  
185 contractors of City, and excludes those portions of such facilities used by others.  
186

187 **“City Manager”** means the City Manager of the City of San Marcos, or his or her designated  
188 representative, or any employee of City who succeeds to the duties and responsibilities of the

City Manager.

**“City’s Waste Stream”** means Solid Waste generated within City’s jurisdictional boundaries and collected by Contractor in accordance with the terms and conditions of this Agreement.

**“Code”** means City of San Marcos Municipal Code.

**“Collect/Collection”** means SFD Collection Service, MFD Collection Service, Commercial Collection Service, City Collection Service, and Construction and Demolition Debris and Other Temporary Collection Service.

**“Commercial Account”** Commercial Service Unit subscribed to Commercial Collection Service including Commercial Service Units that subscribe to Commercial Collection Service with a shared bin.

**“Commercial Business”** or **“Commercial”** means a firm, partnership, proprietorship, joint-stock company, corporation, or association, whether for-profit or nonprofit, strip mall, or industrial facility, or as otherwise defined in 14 CCR Section 18982(a)(6), with the exception that Multi-Family is excluded from the definition of Commercial Business.

**“Commercial Collection Service”** means Commercial Solid Waste Collection Service, Commercial Organic Waste Collection Service, and Commercial Recycling Service. Commercial Collection Service shall also include Collection from MFD Service Units and City Service Units. Commercial Collection Service specifically includes the following:

A. **Commercial Garbage Collection Service.** The Collection of Commercial Garbage by Contractor, from Commercial Service Units in the Service Area and the delivery of that Commercial Solid Waste to a Disposal Facility.

B. **Commercial Organic Waste Collection Service.** The Collection of Organic Waste, by Contractor, from Commercial Service Units in the Service Area, the delivery of those Organic Waste materials to an Organic Waste Processing Facility and the processing and marketing of those Organic Waste materials, and the disposal of all Commercial Organic Waste Processing Residue.

C. **Commercial Recycling Collection Service.** The Collection of Recyclable Materials, by Contractor, from Commercial Service Units in the Service Area, the delivery of those Recyclable Materials to a Materials Recycling Facility and the processing and marketing of those Recyclable Materials, and the disposal of all Commercial Recyclable Materials Processing Residue.



229 **"Compactor"** means any Bin or Roll-Off Container which has a compaction mechanism,  
230 whether stationary or mobile.

231  
232 **"Compostable Plastics"** or **"Compostable Plastic"** means plastic materials that meet the  
233 ASTM D6400 standard for compostability, or as otherwise described in 14 CCR Section  
234 18984.1(a)(1)(A) or 18984.2(a)(1)(C).

235  
236 **"Compost"** has the same meaning as in 14 CCR Section 17896.2(a)(4), which stated, as of the  
237 Effective Date of this Agreement, that "Compost" means the product resulting from the  
238 controlled biological decomposition of organic Solid Wastes that are Source Separated from the  
239 municipal Solid Waste stream, or which are separated at a centralized Facility.

240  
241 **"Contamination Violation Notice"** means a notice provided to Generator by Contractor in the  
242 event of a Contaminated container.

243  
244 **"Contractor Representative"** means the person, or designee, designated by the Contractor to  
245 manage the provisions of this Amended Agreement.

246  
247 **"Construction and Demolition Debris and Other Temporary Collection Service"** means  
248 temporary Collection and processing of Construction and Demolition Debris and other Solid  
249 Waste, and which is placed in a Bin or Roll-Off Container.

250  
251 **"Contaminants, Contamination, or Contaminated"** means the commingling of Organic Waste  
252 or Recyclable Waste with other types of Solid Waste.

253  
254 **"Contractor"** means EDCO, a California corporation, organized and operating under the laws of  
255 the State of California and its officers, directors, employees, agents and companies.

256  
257 **"County"** means County of San Diego, a political subdivision of the State of California, and all  
258 the unincorporated area within the boundaries of the County as presently existing, or as such  
259 unincorporated area may be modified during the Term of this Agreement.

260 **"Consumer Price Index (CPI-U)"** means the Consumer Price Index, All Urban Consumers, all  
261 items, not seasonally adjusted San Diego Metropolitan Area compiled and published by the U.S.  
262 Department of Labor, Bureau of Labor Statistics.

263  
264 **"Discarded Materials"** means a form of Solid Waste. For purposes of this Agreement, material  
265 is deemed to have been discarded, without regard to whether it is destined for Recycling or  
266 Disposal, and whether or not it has been separated from other Solid Wastes, in all cases where a  
267 fee or other compensation, in any form or amount, is directly or indirectly solicited from, or,  
268 levied, charged, or otherwise imposed on, or paid by, the Generator or Customer in exchange for  
269 handling services. As used herein, handling services include, without limitation, the Collection,  
270 removal, Transportation, delivery, and Processing and/or Disposal of the material. Discarded  
271 Materials do not include Edible Food that is recovered for human consumption and is not  
272 discarded.

273  
274 **"Disposal" or "Dispose"** means the final disposition of Garbage collected at a site designated by

275 the Contractor.

276 **“Disposal Facility”** means the facility(ies) designated by the Contractor for the disposal, or  
277 processing as appropriate, of Garbage and other materials as appropriate and acceptable.

278  
279 **“Diversion Plan”** means a summary of Contractor’s programmatic implementations made in  
280 effort to comply with SB 1383 diversion requirements.

281  
282 **“Dwelling Unit”** means any individual living unit in a single-family dwelling, condominium, or  
283 town home (SFD) or MFD Units, or building intended for, or capable of being utilized for,  
284 residential living.

285  
286 **“Exempt Waste”** means biohazardous or Biomedical Waste, Edible Food, Hazardous Waste,  
287 Sludge, automobiles, automobile parts, boats, boat parts, boat trailers, internal combustion  
288 engines, lead-acid batteries, dead animals, and those wastes under the control of the Nuclear  
289 Regulatory Commission.

290  
291 **“Franchise Fee”** means the fee provided in Section 3.04.1 of this Agreement.

292  
293 **“Franchised Diversion”** means the rate of diversion for which Contractor is responsible to  
294 achieve as defined and calculated to achieve in Article 5 of this agreement.

295  
296 **“Garbage Collection Service”** means the Collection and disposal of Garbage from City Service  
297 Units, Commercial Service Units, MFD Service Units, SFD Service Units.

298  
299 **“Generators”** means SFD, MFD, and Commercial service recipients of Contractor for  
300 Collection services.

301  
302 **“Gross Receipts”** all revenue amounts received by Contractor for the provision of Collection  
303 Services pursuant to this Agreement, calculated in accordance with Generally Accepted  
304 Accounting Procedures (“GAAP”). The term Gross Receipts, for purposes of this Restated  
305 Agreement, does not include any revenues generated from the sale of Recyclable Material,  
306 compost product or energy, or other receipts from state and local government accounts (e.g.,  
307 grants, cash awards and rebates).

308  
309 **“Household Hazardous Waste”** means household products that can catch fire, react, or explode  
310 under certain circumstances, or that are corrosive or toxic as household hazardous waste.  
311 Products, such as paints, cleaners, oils, batteries, and pesticides can contain hazardous  
312 ingredients and require special care in their disposal.

313  
314 **“Hazardous Waste”** means any material which is defined as a hazardous waste under California  
315 or United States laws or any regulations promulgated pursuant to such laws, as such laws or  
316 regulations may be amended from time to time.

317  
318 **“Maximum Service Rate”** means the maximum amount that Contractor may charge Service  
319 Recipients for Collection Services, as listed in Exhibit 1, and as may be adjusted in accordance  
320 with the provisions of this Agreement.



“**Mixed Use Dwelling**” means a building or structure which contains at least one (1) Business Service Unit and at least one (1) Dwelling Unit and utilizes a common Garbage Bin or Garbage Cart for the accumulation and Collection of Commercial Solid Waste.

“**MFD Collection Service**” means MFD Solid Waste Collection Service, MFD Recycling Service, MFD Organic Waste Collection Service, and MFD Bulky Item Collection Service. MFD Collection Service specifically includes the following:

A. MFD Garbage Collection Service. The Collection of Residential Garbage, by Contractor, from MFD Service Units in the Service Area and the delivery of that Residential Garbage to a Disposal Facility.

B. MFD Bulky Item Collection Service. The periodic on-call Collection of Bulky Items, by Contractor, from MFD Service Units in the Service Area and the delivery of those Bulky Items to a Disposal Facility, Materials Recycling Facility or such other facility as may be appropriate under the terms of this Agreement. MFD Bulky Item Collection Service may include the Collection of Bulky Items through the use of Roll-Off Containers.

C. MFD Organic Waste Collection Service. The Collection of Organic Waste, by Contractor, from MFD Service Units in the Service Area, the delivery of those Organic Waste materials to an Organic Waste Processing Facility and the processing and marketing of those Organic Waste materials, and the disposal of all MFD Organic Waste Processing Residue.

D. MFD Recycling Service. The Collection of Recyclable Materials by the Contractor from MFD Service Units in the Service Area, the delivery of those Recyclable Materials to a Materials Recycling Facility and the processing and marketing of those Recyclable Materials, and the disposal of all MFD Recyclable Materials Processing Residue.

“**MFD Unit**” means a building, or a portion thereof, designed for occupancy by three (3) or more families living independently of each other, and containing three (3) or more dwelling units.

“**Mulch**” means ground organic material that has not gone through the decomposition process.

“**Non-Collection Notice**” means a form developed and used by Contractor, as approved by City, to notify Service Recipients of the reason for non-collection of materials set out by the Service Recipient for Collection by Contractor pursuant to this Restated Agreement.

“**Non-Organic Recyclables**” means non-putrescible and non-hazardous recyclable wastes including, but not limited to, bottles, cans, metals, plastics, and glass, or as otherwise defined in 14 CCR Section 18982(a)(43). Non-Organic Recyclables are a subset of Source Separated Recyclable Materials.

“**Organic Waste**” means Solid Wastes containing material originated from living organisms and their metabolic waste products including, but not limited to, food scraps, food-soiled paper, yard



367 trimmings, organic textiles and carpets, lumber, wood, paper products, printing and writing  
 368 paper, manure, biosolids, digestate, and sludges, or as otherwise defined in 14 CCR Section  
 369 18982(a)(46). Biosolids and digestate are as defined in 14 CCR Section 18982(a)(4) and 14 CCR  
 370 Section 18982(a)(16.5), respectively.

371  
 372 **“Organic Waste Collection Service”** means the collection, processing and marketing of  
 373 Organic Waste from City Service Units, Commercial Service Units, MFD Service Units, SFD  
 374 Service Units (in the Service Area and the disposal of all Organic Waste Processing Residual.

375  
 376 **“Organic Waste Processing Facility”** means any facility designed, operated and legally  
 377 permitted for the purpose of receiving, and processing Food Waste, Green Waste, Bulky Green  
 378 Waste, and Other Organics as permitted by state law, at such facilities as designated by Contractor.

379  
 380 **“Organic Waste Processing Residual”** materials Collected pursuant to this Agreement,  
 381 including both Organic Waste, and Contaminants, that are delivered to an Organic Waste  
 382 Processing Facility but are Residual as defined in this Article.

383  
 384 **“Overage”** means excess Garbage, Organic Waste and Recyclable Materials (i) placed  
 385 inside a Container that prevents the lid on the Container from being completely closed (i.e., lid  
 386 remains open greater 45-degrees) or (ii) that could potentially result in excess materials  
 387 spilling/dislodging during collection activity by Contractor’s vehicles or require cleanup of the  
 388 area around the Container.

389  
 390 **“Person”** has the same meaning as in Public Resources Code Section 40170, which states, as of  
 391 the Effective Date of this Agreement, that a Person includes an individual, firm, limited liability  
 392 company, association, partnership, political subdivision, government agency, municipality,  
 393 industry, public or private corporation, or any other entity whatsoever.

394  
 395 **“Process, Processed, or Processing”** means the controlled separation, recovery, volume  
 396 reduction, conversion, or Recycling of Solid Waste including, but not limited to, organized,  
 397 manual, automated, or mechanical sorting, the use of vehicles for spreading of waste for the  
 398 purpose of recovery, and/or includes the use of conveyor belts, sorting lines, or volume reduction  
 399 equipment, or as otherwise defined in 14 CCR Section 17402(a)(20) at a facility or facilities  
 400 designated by the Contractor.

401  
 402 **“Recyclable Materials Collection Service”** means the collection, processing and marketing of  
 403 Recyclable Material from City Service Units, Commercial Service Units, MFD Service Units,  
 404 SFD Service Units and the disposal of all Recyclable Materials Processing Residual.

405  
 406 **“Residual or Residuals”** means Garbage that is not diverted from landfill disposal after it has  
 407 been delivered to an Organic Waste Processing Facility or a Recyclables Processing Facility for  
 408 processing for diversion from landfill disposal. For determining the amount of Residuals in  
 409 Recyclable Materials, Contractor shall conduct a characterization study of inbound Recyclable  
 410 Materials by service line by December 31<sup>st</sup> of each year to be used for the subsequent twelve  
 411 (12) month period.

412



413 **“Roll-Off Collection Service”** means the collection of Roll-Off Containers containing Solid  
414 Waste from SFD Service Units, MFD service Units, City Service Units, or Commercial Service  
415 Units on a permanent or temporary basis.

416  
417 **“Roll-Off Container”** means a metal container with a capacity of ten (10) or more cubic yards  
418 that is normally loaded onto a motor vehicle and transported to an appropriate facility.

419  
420 **“SB 1016”** means State of California Senate Bill 1016, approved September 16, 2008.

421  
422 **“SB 1383”** means State of California Senate Bill 1383, approved September 19, 2016.

423  
424 **“Service Area”** means that area within the jurisdictional boundaries of City designated by City  
425 as the Service Area as those limits may be adjusted from time to time as allowed under  
426 California law.

427  
428 **“Service Recipient”** means an individual, Business, City of San Marcos, or a component of  
429 City, receiving Collection Services.

430  
431 **“Service Unit”** means SFD Service Units, MFD Service Units, City Service Units, or  
432 Commercial Service Units. Service Unit specifically includes the following:

433  
434 A. City Service Unit. City Facility(ies) that utilize a Bin, Cart, or Roll-Off Container(s) for  
435 the accumulation and set-out of Solid Waste.

436  
437 B. Commercial Service Unit. Business Service Units, City Service Units and Mixed-Use  
438 Dwellings that utilize a Garbage Bin, Cart, Compactor, Roll-Off Container for the accumulation  
439 and set-out of Commercial Solid Waste.

440  
441 C. Multi-Family Dwelling Service Unit (MFD). Five (5) or greater Dwelling Units in the  
442 Service Area sharing a Cart or Bin and set out of Commercial Solid Waste.

443  
444 D. Single Family Dwelling Service Unit (SFD). Any Single-Family Dwelling Unit (SFD)  
445 in the Service Area utilizing a Cart, or any combination of 1 – 4 Dwelling Units sharing Carts,  
446 for the accumulation and set out of Residential Solid Waste.

447  
448 SFD Garbage Collection Service, SFD Recycling Service, SFD Organic Waste Collection  
449 Service, SFD Bulky Item Collection Service, and SFD Used Oil Collection Service: SFD  
450 Collection Service specifically includes the following:

451  
452 A. SFD Garbage Collection Service. The Collection of Residential Garbage, by  
453 Contractor, from SFD Service Units in the Service Area and the delivery of that Residential  
454 Garbage to a Disposal Facility.

455  
456 B. SFD Bulky Item Collection Service. The periodic on-call Collection of Bulky Items,  
457 by Contractor, from SFD Service Units in the Service Area and the delivery of those Bulky Items  
458 to a Disposal Facility, Materials Recycling Facility or other facility. SFD Bulky Item Collection

Service does not include the Collection of Bulky Items through the use of Roll-Off Containers.

C. SFD Organic Waste Collection Service. The Collection of Organic Waste, by Contractor, from SFD Service Units in the Service Area, the delivery of those Organic Waste materials to an Organic Waste Processing Facility and the processing and marketing of those Organic Waste materials, and the disposal of all SFD Organic Waste Processing Residual.

D. SFD Recycling Service. The Collection of Recyclable Materials by the Contractor from SFD Service Units in the Service Area, the delivery of those Recyclable Materials to a Materials Recycling Facility and the processing and marketing of those Recyclable Materials, and the disposal of all SFD Recyclable Materials Processing Residual.

“Solid Waste” means the materials described in Public Resources Code Section 40191, including Garbage, Recyclable Materials, Organic Waste, Construction and Demolition Debris, and Bulky Items. Solid Waste does not include Exempt Waste. Solid Waste specifically includes the following:

A. Construction and Demolition Debris. Used or discarded materials resulting from construction, remodeling, repair or demolition operations on any type of structure.

B. Food Waste. Food scraps and trimmings and other putrescible waste that results from food production, preparation, storage, consumption or handling. Food Waste includes but is not limited to meat, fish and dairy waste, fruit and vegetable waste, grain waste, and compostable food contaminated paper products. It does not include Exempt Waste.

C. Garbage. All putrescible and non-putrescible solid, semi-solid, and associated liquid waste, as defined in California Public Resources Code Section 40191, attributed to normal activities of a Service Unit. Garbage must be generated by and at the Service Unit wherein the Garbage is collected. Garbage does not include those items defined as Exempt Waste.

D. Green Waste. Any vegetative matter resulting from normal yard and landscaping maintenance that is not more than five (5) feet in its longest dimension or six (6) inches in diameter or weighs more than fifty (50) pounds. Green Waste includes plant debris, such as grass clippings, leaves, pruning, weeds, branches, brush, holiday trees, and other forms of organic waste and must be generated by and at the SFD Service Unit where the Green Waste is collected. Green Waste does not include items defined as Exempt Waste.

E. Large Green Waste. Oversized Green Waste such as tree trunks and branches with a diameter of not less than six (6) inches and not more than two (2) feet and a length of not more than five (5) feet in its longest dimension, which are attributed to the normal activities of an SFD Service Unit. Large Green Waste must be generated by and at the SFD Service Unit where the Large Green Waste is collected by means of Large Item Collection.

F. Organic Waste. Food Waste, Green Waste, and Other Organics, either separately or commingled with each other, that has been separated at the source of generation from Garbage and Recyclable Materials.



G. Other Organics. Other Organics includes compostable food-soiled paper and paper products, compostable food wares and compostable food packaging, stable materials, manure, and natural fiber textiles, and other compostable materials as may be required by City or CalRecycle.

H. Recyclable Materials. Those discarded materials which are capable of being recycled using available processes and markets and which would otherwise be processed or disposed of as Residential Garbage or Commercial Garbage. These materials will be as defined by City. City and Contractor agree to meet from time to time as needed to discuss additions or deletions from the list of Recyclable Materials. Contractor may request removal of Recyclable Materials due to market limitations, which request will be decided by City Manager.

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

“**Work Day**” means any day, Monday through Saturday, that is not a holiday as set forth in Section 3.07 of this Agreement.

## ARTICLE 2: TERMS OF AGREEMENT

2.01 **Term of Agreement**. The term of this Agreement shall be amended to commence on January 1, 2022 and expire December 31, 2027, provided however, that commencing January 1, 2023 and every year thereafter, automatic one year extensions shall be applied to say Agreement so that the term of the Agreement shall remain between five years and six years.

Should either party desire that said automatic one year renewal and extension provision be terminated, such party may give the other written notice of such termination at any time within the forty-five (45) days prior to January 1 of any year of the Agreement. Such notice will terminate the automatic one year renewal and extension provision, and the Agreement shall remain in effect for the balance of the term then outstanding.

2.02 **Annual Performance Review**. City shall annually conduct a contract year-end review to evaluate the level and quality of Contractor’s service in general, and determine compliance, by Contractor, with the specific terms of this Agreement and applicable State and local laws.

2.03 **Amendment to Agreement**. This Agreement may be amended from time to time in the same manner as its approval, by resolution by the San Marcos City Council and execution by the parties hereto.

## ARTICLE 3: SERVICES PROVIDED BY CONTRACTOR

3.01 **Grant of Exclusive Agreement**. Subject to the exceptions stated in Section 3.02, City hereby grants to Contractor, on the terms and conditions set forth herein, the exclusive franchise, right and privilege to collect, remove and dispose of, in a lawful manner, Solid Waste accumulating in City’s Service Area, as may be adjusted from time to time by approved annexations, that are required to be accumulated and offered for collection to the Contractor in



548 accordance with the Code, for the Term of and within the scope set forth in this Agreement.

549 **3.02 Recyclable Materials, Organic Waste, and Bulky Item Disposal by Service**  
 550 **Recipients.** Nothing in this Agreement will be construed as requiring Service Recipients to set  
 551 out Recyclable Materials, Organic Waste, or Bulky Items for Collection by Contractor. Service  
 552 Recipients may dispose of Recyclable Materials, Organic Waste, and Bulky Items by other  
 553 appropriate means provided they do not involve regularized pickup at the Service location by a  
 554 third party and that there is no net payment made by the service recipient to such other Person,  
 555 including taking Recyclable Materials or Organic Waste to drop-off facilities and donating or  
 556 selling such items to private or public entities.

557 **3.03 Responsibility for Service Billing and Collection.** Contractor is responsible for the  
 558 billing and collection of payments for Collection Services within the Service Area and will  
 559 assume those services as of the Effective Date. Contractor shall be eligible for reimbursement  
 560 from City in the event of non-payment after written notice has been provided to the account  
 561 holder in accordance with Section 8.68.410 of the Code. To recover its costs, City shall initiate  
 562 proceedings to make delinquent collection service fees and charge a special assessment against  
 563 the properties involved, as specified in Code Section 8.68.420.

564 **3.04 Payments to City.** Contractor agrees to make the following payments to City:

565 3.04.01 Franchise Fee. In consideration of the granting of the exclusive franchise to  
 566 Contractor as provided herein, Contractor agrees to pay City, during the term of this Agreement,  
 567 the following sum: a sum equivalent to 18.6 (eighteen and six-tenths) percent of gross monies  
 568 collected for residential and commercial services and 8 (eight) percent of gross monies collected  
 569 for roll-off services, pursuant to this Agreement within the jurisdictional boundaries of City,  
 570 provided, however, Contractor shall pay to City a minimum of \$100.00 (one hundred dollars) per  
 571 annum. The aforementioned sum shall be paid quarterly, by the tenth of the month following the  
 572 quarterly billing. Contractor shall further provide City within three (3) months after the end of  
 573 the calendar year a verified statement showing the gross monies collected for services within the  
 574 jurisdictional boundaries of City. All franchise fee payments shall be made in accordance with  
 575 Exhibit 1. City shall have the right to inspect Contractor's books of account at reasonable times  
 576 and hours.

577 3.04.02 Contract Services Costs. In addition to the Franchise Fee described in Section 3.04.01,  
 578 above, Contractor also agrees that it will pay City 3% of gross monies collected from residential  
 579 services per year for costs related to City's integrated waste management program, household  
 580 hazardous waste disposal, and recycling programs.

581 **3.05 Service Standards.** Contractor must perform all Collection Services under this  
 582 Agreement in a thorough and professional manner.

583 **3.06 Labor and Equipment.** Contractor must provide and maintain all labor, equipment,  
 584 tools, facilities, and personnel supervision required for the performance of Contractor's  
 585 obligations under this Agreement. Contractor must at all times have sufficient backup equipment  
 586 and labor to fulfill Contractor's obligations under this Agreement. No compensation for  
 587 Contractor's services or for Contractor's supply of labor, equipment, tools, facilities or



588 supervision will be provided except as expressly set forth in this Agreement.

589 **3.07 Holiday Service.** City observes New Year's Day, Memorial Day, Independence Day,  
590 Labor Day, Thanksgiving Day, and Christmas Day as legal holidays. Contractor is not required  
591 to provide Collection Services or maintain office hours on the designated holidays. In any week  
592 in which one of these holidays falls on a Work Day, SFD Collection Services for the holiday and  
593 each Work Day thereafter will be delayed one Work Day for the remainder of the week with  
594 normally scheduled Friday SFD Collection Services being performed on Saturday. Commercial  
595 Collection Services will be adjusted as set forth in Article 8 but must meet the minimum  
596 frequency requirements of one (1) time per week.

597 **3.08 Inspections.** City has the right to inspect Contractor's facilities or Collection vehicles  
598 and their contents at any reasonable time while operating inside or outside City.

599 **3.09 Commingling of Materials.**

600 **3.09.1 Non-City Solid Waste.** Contractor may not at any time commingle any materials  
601 Collected pursuant to this Agreement with any other material Collected by Contractor from any  
602 non-City Solid Waste, whether inside or outside City's jurisdictional boundaries, without the  
603 express prior written authorization of City Manager. If commingling is approved and takes place,  
604 Contractor agrees to indemnify, defend and hold City harmless from any claims, demands, fines  
605 or penalties arising from Contractor's commingling.

606 **3.09.2 Recyclable Materials.** Subject to Section 3.10, Contractor must not at any time  
607 commingle SFD or Commercial Recyclable Materials Collected pursuant to this Agreement with  
608 any other material type Collected by Contractor without the express prior written authorization  
609 of City Manager.

610 **3.09.3 Organic Waste.** Subject to Section 3.10, Contractor must not at any time  
611 commingle SFD or Commercial Organic Waste Collected pursuant to this Agreement with any  
612 other material type Collected by Contractor, without the express prior written authorization of  
613 City Manager.

614 **3.10 Recyclable Materials and Organic Waste Contamination.** Contractor must offer the  
615 Service Recipients the correct combination of Cart, Bin and Roll-Off Container sizes and  
616 collection frequency that matches their unique service needs to reduce Contamination of  
617 Recyclable Materials and Organic Waste. To support City's diversion goals and Contractor's  
618 Diversion Requirements as set forth in Section 5.01, Contractor is only required to collect  
619 Recyclable Materials if they have been separated by the Service Recipient from Garbage and  
620 Organic Waste, and is only required to collect Organic Waste if it has been separated by the  
621 Service Recipient from Garbage and Recyclable Materials.

622 As part of Contractor's Public Education Services under Section 13.01, Contractor agrees to  
623 provide outreach and support to SFD Service Recipients. Additionally, Contractor's route  
624 collection personnel will report to Contractor's supervisors if they observe potential  
625 Contamination problems, and/or insufficient collection capacity. For purposes of determining if  
626 Recyclable Materials or Organic Waste are deemed to be Contaminated, if, by visual or digital  
627 inspection, Recyclable Materials are commingled with ten percent (10%) by weight or volume of



Garbage or Organic Waste, or if, by visual inspection, Organic Waste is commingled with three percent (3%) by volume of Garbage or Recyclable Materials, then Recyclable Materials and/or Organic Waste will be deemed to be Contaminated and Contractor may take the following steps:

### 3.10.1 SFD Service Recipients.

**3.10.1.1 First Occurrence.** For the first occurrence of Contamination for a particular container (i.e., Recyclable Materials or Organic Waste), Contractor must collect the Contaminated container (as Solid Waste) and must affix a Contamination Violation Notice to the Contaminated container which contains instructions on the proper procedures for sorting Recyclable Materials or Organic Waste, and must notify the Service Recipient by phone, U.S. mail, e-mail, or in person (which may be a container tag), that for the second and subsequent incidents of excess Contamination, the Service Recipient may be charged a contamination fee for the Contaminated container, and for the third or subsequent occurrence of Contamination, Contractor may increase the Cart size, or require an additional Cart, if necessary to provide the Service Recipient with adequate capacity to timely dispose of Recyclable Materials and Organic Waste without commingling. Prior to requiring an additional Cart, Contractor's representative must first attempt to contact the Service Recipient by phone, U.S. mail, e-mail, or in person (which may be a container tag) to ensure that they have the appropriate level of service for proper collection of Recyclable Materials and/or Organic Waste. Contractor must also provide digital/visual documentation to the Service Recipient that clearly documents the Service Recipient's on-going Contamination problems.

**3.10.1.2 Second Occurrence.** For the second occurrence within any twelve-month period of Contamination for a particular container (i.e., Recyclable Materials or Organic Waste), Contractor will provide a Contamination Violation Notice that contains instructions on the proper procedures for setting out Recyclable Materials or Organic Waste, and Contractor must collect the Contaminated container (as Solid Waste) and, pursuant to City approval, may charge the Service Recipient a contamination fee as set forth in Exhibit 1. For any contamination fee charge being assessed, Contractor must provide digital/visual documentation to the Service Recipient that clearly documents the Service Recipient's on-going Contamination problems.

**3.10.1.3 Third and Subsequent Occurrence.** For the third or subsequent occurrence within any twelve-month period of Contamination for a particular container (i.e., Recyclable Materials or Organic Waste), Contractor must collect the Contaminated Container (as Solid Waste) and pursuant to City approval, must charge the Service Recipient a Contamination fee as set forth in Exhibit 1. Contractor must continue providing the Recyclable Materials or Organic Waste Collection Services. Contractor must provide (or have provided) digital documentation to the Service Recipient that clearly documents the Service Recipient's on-going Contamination problems and written Notices of Contamination as described above. Contractor must notify City within five (5)



Business Days if Contractor increases in the Cart size or requires an additional Cart for excessive Contamination or imposes a Contamination surcharge to the account for a period of six months or until the Service Recipient has demonstrated no Contamination for a period of three consecutive months. City will consult with Contractor and consider, and pursue as applicable, appropriate legal remedies against offending Service Recipients in order to secure discontinuance of the Contamination. All City costs of such action shall be recoverable from the offending Service Recipients.

**3.10.1.4 Notification of Generators of Contamination Violations.** Contractor must notify generators of Contamination Violations upon the discovery by Contractor of Contaminants according to the requirements as described in 14 CCR 18984.5.

**3.10.2 Commercial and MFD Service Recipients.** The following provisions will apply to all Commercial and MDF Service Recipients, except those eligible for Temporary Collection Service:

**3.10.2.1 First Occurrence.** For the first occurrence within any twelve-month period of contamination for a particular container (i.e., Recyclable Materials or Organic Waste), Contractor must collect the contaminated container (as Solid Waste) and must affix a Contamination Violation Notice to the contaminated container which contains instructions on the proper procedures for sorting Recyclable Materials or Organic Waste, and must notify the Service Recipient by phone, U.S. mail, e-mail, or in person (which may be a container tag), that for the second and subsequent incidents of contamination, the Service Recipient will be charged a contamination fee for the contaminated container, and for the third or subsequent occurrence of excess contamination, Contractor may increase the Cart or Bin size, if necessary to provide the Service Recipient with adequate capacity to timely dispose of Recyclable Materials and Organic Waste without commingling, or collection frequency or impose a contamination surcharge on the account for a period of six months or until the Service Recipient has demonstrated no contamination for a period of three consecutive months. Prior to increasing the Cart or Bin size Contractor's representative must first attempt to contact the Service Recipient by phone, U.S. mail, e-mail, or in person (which may be a container tag) to ensure that they have the appropriate level of service for proper collection of Recyclable Materials and/or Organic Waste. Contractor must also provide digital/visual documentation to the Service Recipient that clearly documents the Service Recipient's contamination problem.

**3.10.2.2 Second Occurrence.** For the second occurrence within any twelve-month period of contamination for a particular container (i.e., Recyclable Materials or Organic Waste), Contractor will provide a Contamination Violation Notice that contains instructions on the proper procedures for setting out Recyclable Materials or Organic Waste, and Contractor must collect the contaminated Container (as Solid Waste) and will charge the Service Recipient a contamination fee as set forth in Exhibit 1. For any contamination fee charge being assessed, Contractor must provide digital/visual documentation to the Service Recipient



714 that clearly documents the Service Recipient's on-going contamination problems.

715 3.10.2.3 **Third and Subsequent Occurrence.** For the third and subsequent  
 716 occurrence within any twelve-month period of contamination for a particular  
 717 container (i.e., Recyclable Materials or Organic Waste), Contractor must collect  
 718 the contaminated Container (as Solid Waste) and must charge the Service  
 719 Recipient a contamination fee as set forth in Exhibit 1. Contractor must continue  
 720 providing the Recyclable Materials or Organic Waste Collection Services.  
 721 Contractor must provide (or have provided) digital documentation to the Service  
 722 Recipient that clearly documents the Service Recipient's on-going contamination  
 723 problems and written Notices of contamination as described above. Contractor  
 724 must notify City within five (5) business days if Contractor increases in the Cart  
 725 or Bin or size or collection frequency for excessive contamination or imposes the  
 726 contamination surcharge to the account. City will consider, and pursue as  
 727 applicable, appropriate legal remedies against offending Service Recipients in  
 728 order to secure discontinuance of the contamination. All City costs of such action  
 729 shall be recoverable from the offending Service Recipients.

730 3.11 **Spillage and Litter.** Contractor shall not litter premises in the process of providing  
 731 Collection Services or while its vehicles are on the road. Contractor must transport all materials  
 732 Collected under the terms of this Agreement in such a manner as to minimize the spilling or  
 733 blowing of such materials from Contractor's vehicles. Contractor must exercise all reasonable  
 734 care and diligence in providing Collection Services so as to prevent spilling or dropping of Solid  
 735 Waste and must immediately, at the time of occurrence, clean up such spilled or dropped Solid  
 736 Waste. Notwithstanding the foregoing, Contractor must clean up any spillage or litter caused by  
 737 Contractor within the same Work Day.

738 3.12 **Regulations and Record Keeping.** Contractor must comply with emergency notification  
 739 procedures required by applicable laws and regulatory requirements. All records required by all  
 740 state laws and regulations must be maintained at Contractor's facility. These records must  
 741 include waste manifests, waste inventories, waste characterization records, inspection records,  
 742 incident reports, and training records.

743 3.13 **Three-container Organic Waste Collection Service.** Contractor must comply with the  
 744 requirements of 14 CCR 18984.1 by implementing a three-container organic waste collection  
 745 service and providing a green container, a blue container, and a gray container to each generator  
 746 pursuant to a schedule approved by City. Allowable items in each container are as follows:  
 747 Blue Container: Shall be provided for the collection of source separated recyclable  
 748 materials, including non-organic recyclables such as aluminum, glass bottles and jars, rigid  
 749 plastics (marked #1-#7), and tin and bi-metal cans. Also including non-organic recyclables and  
 750 some organic wastes, such paper products, printing and writing paper, wood and dry lumber or  
 751 textiles. Hazardous wood waste is not allowed. Items must be transported to a facility that  
 752 recovers materials designated for collection.

753 Green Container: Shall be provided for the collection of organic waste. Yard trimmings,  
 754 including plants, trees, branches, and grass. Trimmings must be reduced in size to fit in the green  
 755 container; no uncontainerized yard trimmings will be collected. Carpets, non-compostable paper,



and hazardous wood shall not be collected in the green container. Shall be transported to a facility that recovers source separated organic waste. Plastic bags and compostable plastics, including compostable plastic bags, will not be allowed for organic waste and yard trimmings.

Gray Container: Shall be provided for the collection of non-organic waste only. Carpets are not allowed in the grey container.

**3.14 Bulky Items Collection.** The Contractor will provide collection of Bulky Items as an ongoing service available to residents, including both SFD and MFD customers. The service requires pickup of Bulky Items from residents on an on-call basis for a service fee. The Contractor shall deliver the collected Bulky Items to the Designated Recyclables Processing Facility for recovery, or to the Designated Disposal Site, as reasonable determined by the Contractor depending on the type of materials collected. Contractor may not landfill such Bulky Items unless the Bulky Items cannot be reused or recycled. Collection of Bulky Items must comply with SB 1383.

**3.15 Construction and Demolition Debris Collection.** The Contractor shall provide for the collection and processing of Construction and Demolition Debris. The service requires pickup of construction and demolition debris from all customers in City on an on-call basis for a service fee. Upon request, Contractor shall supply Customers with appropriately sized containers. Contractor shall use best efforts to recycle construction and demolition debris by processing collected materials at state permitted processing facilities.

**3.16 E-Waste and Shred Events.** The Contractor shall sponsor two (2) e-waste and shred events per calendar year during which San Marcos residents will be allowed to dispose of an unlimited amount of residential electronic waste and two (2) bankers' boxes of documents for on-site destruction. The events shall take place at locations in the City designated by the Contractor and approved by City, which consent shall not be unreasonably withheld. The Contractor shall provide advertising for the events using one or more outreach options, including billing inserts, direct-mail postcards, Contractor's newsletters, or social media platforms as approved by City.

**3.17 Route Reviews.** Contractor must conduct route reviews pursuant to 18984.5(b) in such a manner that results in all hauler routes being reviewed annually. Containers may be randomly selected for review along a hauler route. Compliance monitoring must comply with 14 CCR 18995.1.

**3.18 Self-Hauled Materials.** A Commercial Business owner or resident may dispose of Recyclable Materials, and Organic Materials, generated in or on their own premises with their own vehicle.

#### **ARTICLE 4: CHARGES AND RATES**

**4.01 Collection Services.** Contractor is responsible for the billing and collection of payments for all Collection Services. Contractor must not charge Service Recipients more than the service rates schedule it has provided in advance to City and City Council included here as Exhibit 1. Contractor will not charge for Collection Services provided to City Service Units.



4.02 **Service Charges.** Contractor agrees, during the term of this Agreement to abide by its then-current schedule of charges for all Collection Services established by Contractor, as provided in Exhibit 1 and as amended from time to time pursuant to this agreement.

4.03 **Report of Delinquencies.** In addition to, and to facilitate the foregoing, but not in lieu of any requirement stated above, Contractor shall report to City in its Annual Report pursuant to Article 15 of this agreement, all Service Recipients who have received Collection Service and whose account is over ninety (90) days past due. After a minimum of ninety (90) days of non-payment, City may initiate proceedings in the event of non-payment for Collection Services after written notice has been provided to the account holder in accordance with Code Section 8.68.410, including without limitation its remedies set forth in Code Section 8.68.420.

4.04 **CPI-U Adjustment.** The Parties recognize that, due to conditions generally prevailing, general rises in the cost of living are reasonably foreseeable and it is therefore agreed that the schedule of charges as established pursuant to this Article 4 of this Agreement shall be subject to an adjustment either up or down as follows:

The CPI-U adjustment will be calculated using the change in the most recent twelve (12) month annual average of CPI-U index values between for the twelve (12) months prior (the prior year). The average CPI-I for the twelve (12) months prior to the date of this Agreement shall be accepted as the base index.

4.04.1. If, during the term of the Agreement, the cost of living as determined by said index shall increase or decrease, the Contractor may adjust the schedule of charges as set forth in Section 4.02 in accordance with the following method:

4.04.2 In order to affect such adjustment, the percentage by which such index, so determined, exceeds or is less than the base index shall be determined, and the schedule of charges to be paid thereafter shall be established by applying the percentage of increase or decrease to the service rates in effect at the time the adjustment is calculated.

4.04.3 Adjustments for each subsequent increase or decrease of the index shall be computed in like manner.

4.04.4 If neither party shall, within sixty (60) days after said index is available for the month for which an adjustment in the schedule of charges would be in order, make demand in writing for the determination of the adjustment for the following period, the schedule of charges shall continue at the same prices for the preceding month. Failure to make a demand at any time shall not prejudice the right of a party to an adjustment upon proper demand at a subsequent time.

4.05 **Disposal Fee Offset Adjustment.** Nothing in Section 4.04 shall be construed as preventing Contractor from seeking an adjustment in rates as compensation for increased operating costs associated with an increase in disposal site tipping fees charged to them. Such request for adjustment may be considered by City Manager or City Manager's designee in addition to those allowances for adjustment specified in Section 4.04 hereof.

4.06 **Performance Standards for Adjustments to Rates.** In order to be eligible for a CPI-U



834 adjustment under Section 4.04, Contractor must not then be in default of the Agreement.

## 835 **ARTICLE 5: DIVERSION REQUIREMENTS**

836 **5.01 Minimum Requirements.** City requires Contractor to assist City in complying with  
837 CalRecycle diversion standards as described in Sections 5.02 and 5.03 below.

838 5.01.1 Contractor shall assist in the development and implementation of a City Diversion  
839 Plan. City Diversion Plan shall describe programs and activities to be taken by Contractor that  
840 will achieve a minimum annual Franchised Diversion Rate as described in Section 5.03.  
841 Contractor's Diversion Plan is subject to approval by City Manager or City Manager's designee,  
842 and to be approved, must constitute a good faith Diversion Plan to allow City to comply with  
843 Public Resources Code Section 41780, SB 1383, and other Applicable Laws. Implementation of  
844 the Diversion Plan will be at Contractor's sole cost and expense. Provided that Contractor has  
845 implemented all required Contractor diversion and public education programs required under this  
846 Agreement, Contractor's obligation to meet the Franchised Diversion requirements under  
847 Section 5.03 shall be met.

848 5.01.2 If the annual report shows that City has not met its diversion standard or goals,  
849 and Contractor has implemented all required Contractor diversion programs, City may direct  
850 Contractor to modify its programs, or implement new diversion programs. Any such  
851 modification of Contractor's existing diversion programs or addition of new diversion programs  
852 done at City's request must be in accordance with Section 21.01. If CalRecycle or any state  
853 agency finds that City is not in compliance with diversion requirements and issues a Corrective  
854 Action Plan, Contractor must take action in conjunction with City, if necessary, to come into  
855 compliance with state requirements.

856 5.01.3 Notwithstanding any other provision of this Agreement to the contrary, where  
857 CalRecycle has determined that there are no commercially viable markets for a specific type of  
858 Recyclable Materials, or with written notice to City, Contractor is unable to identify a market for  
859 one or more Recyclable Materials despite the exercise of commercially reasonable efforts to  
860 process and market the material, and determines, in the interest of safeguarding public health, to  
861 dispose of the Recyclable Material(s), such a determination shall not constitute a failure to  
862 implement service, a failure to implement a program, or an event of default under this  
863 Agreement.

864 **5.02 Diversion Rate Calculation.** For purpose of determining whether diversion requirements  
865 have been met for materials collected under this Agreement, City and Contractor agree the  
866 diversion rate will be calculated using the following formula: "City's Pounds Per Person Per Day  
867 disposal allowance divided by the Pounds Per Day generated in each Calendar Year."

868 **5.03 Contractor's Diversion Requirements.** For purposes of this Article 5, City's diversion  
869 rate is calculated by CalRecycle and must meet or exceed the diversion requirements of the  
870 Applicable Laws (including AB 939, AB 341, AB 1826, AB 1594, SB 1016, and SB 1383, and  
871 all amendments and related subsequent legislation including, without limitation, amounts of  
872 Solid Waste to be diverted, time frames for diversion, and any other requirements), and that it  
873 will do so without imposing any costs or fees other than those set forth on Exhibit 1, except as



provided in Section 21.01.1. If diversion rate does not meet CalRecycle diversion requirements, Contractor must work with City to modify approach in effort to achieve diversion requirements and/or any CalRecycle Corrective Action Plan, if issued by agency pursuant to 14 CCR 18996.2. Contractor warrants that it is aware of and familiar with City's Waste Stream, and that it has the ability to and must provide sufficient programs and services designed to ensure City will meet or exceed the diversion requirements as set forth in this Article 5, as well as the diversion requirements of the Applicable Laws.

**5.04 Mutual Cooperation.** City and Contractor will reasonably cooperate in good faith with all efforts by each other to meet City's diversion and other compliance requirements imposed by the Applicable Laws, including without limitation, AB 939, AB 341, AB 1826, AB 1594, SB 1016, and SB 1383, and to meet Contractor's obligations under this Article 5.

5.04.1 Assist City with meeting compliance needs of 14 CCR 19882.1 and 18992.2(c) as required by the County of San Diego.

**5.05 Guarantee.** Contractor shall develop and, upon City Manager's approval, implement within a timely manner, programs to meet new requirements of the Applicable Laws, including but not limited to, AB 939, AB 341, AB 1826, AB 1594, SB 1016, and SB 1383 as well as City's Climate Action Plan adopted December 8, 2020, or as amended from time to time. Except for programs currently required by Applicable Law but not set forth in this Agreement, or programs Contractor is expressly instructed by City not to implement, or services which a Service Recipient refuses to accept, Contractor guarantees that it will implement the diversion programs set forth in this Agreement such that: (i) Contractor and City will at all times be in compliance with the requirements of the Applicable Laws, including but not limited to, AB 939, AB 341, AB 1826, AB 1594, SB 1016, and SB 1383; and (ii) City will meet or exceed the program requirements (including, without limitation, time frames for diversion, and any other requirements) set forth in this Article 5 and the Applicable Laws, including but not limited to, AB 939, AB 341, AB 1826, AB 1594, SB 1016, and SB 1383, and all amendments thereto (subject to Section 21.01.1). Contractor agrees that it will, in addition to any other Agreement requirement, at its sole cost and expense: (1) assist City in responding to inquiries from CalRecycle or any other regulatory agency; (2) assist City in preparing for, and participating in, CalRecycle's biannual review of City's SRRE pursuant to Public Resources Code Section 41825; (3) assist City in applying for any extension, including under Public Resources Code Section 41820.5, if so directed by City; (4) assist City in any hearing conducted by CalRecycle, or any other regulatory agency, relating to City's compliance with the Applicable Laws including without limitation AB 939, AB 341, AB 1826, AB 1594, SB 1016, and SB 1383; (5) assist City with the development of and implement a public awareness and education program that is consistent with City's SRRE and Household Hazardous Waste Element, as well as any related requirements of the Applicable Laws; and (6) provide City with Recycling, source reduction, and other technical assistance as may be needed to comply with the Applicable Laws including, but not limited to, AB 939, AB 341, AB 1826, AB 1594, SB 1016, and SB 1383.

## ARTICLE 6: SERVICE UNITS

**6.01 Service Units.** Service Units include all the following categories of premises which are in the Service Area and all such premises which may be added to the Service Area by means of



annexation, new construction, or as otherwise set forth in this Agreement during the term of this Agreement: (1) SFD Service Units; (2) Commercial Service Units (includes MFD Service Units); and (3) City Service Units.

6.02 Any question as to whether a premise falls within one of these categories will be determined by City Manager and the determination of City Manager will be final.

6.03 **Service Unit Changes.** City and Contractor acknowledge that during the term of this Agreement it may be necessary or desirable to add or delete Service Units.

6.04 **Annexation.** If during the term of the Agreement, additional territory within or adjacent to the Contractor's Service Area is acquired by City through annexation, subject to the requirements of Public Resources Code Section 49520, Contractor agrees to provide Collection Services in such annexed area in accordance with the provisions and service rates set forth in this Agreement. Contractor may not begin Collection Service without written authorization from City.

6.05 **Route Map Update.** Contractor must revise the Service Unit route maps to show the addition of Service Units added due to annexation and must provide such revised maps to City Manager as requested.

## **ARTICLE 7: COLLECTION SERVICES**

7.01 **SFD Collection Services.** The SFD Collection Services are governed by the following terms and conditions:

7.01.1 Conditions of Service. Contractor must provide SFD Collection Service to all SFD Service Units in the Service Area whose SFD Garbage is properly containerized in Garbage Carts, Recyclable Materials properly containerized in Recycling Carts, and Organic Wastes properly containerized in Organic Waste Carts, where the Solid Waste carts have been placed within three (3) feet of the curb, swale, paved surface of the public roadway, closest accessible roadway, or other such location agreed to by Contractor and Service Recipient, that will provide safe and efficient accessibility to Contractor's Collection crew and vehicle.

7.02 **On-Premises Service.** Notwithstanding any term or definition set forth in this Agreement, Contractor must provide on-premises Collection of SFD Solid Waste to an SFD Service Unit as follows:

7.02.1 At no additional cost to the SFD Service Unit. SFD Service Units where all adult Service Recipients residing therein have disabilities that prevent them from setting their Solid Waste Cart at the curb for Collection, and if a request for on-premises service has been made.

7.02.2 Collection Day. Contractor must provide On-Premises Service Collection on the same Work Day that curbside Collection would otherwise be provided to the SFD Service Unit.

7.03 **Frequency and Scheduling of Service.** SFD Collection Service must be provided one (1) time per week on a scheduled route basis. SFD Collection Service must be scheduled so that



all SFD Service Units receive SFD Garbage Collection Service, SFD Recyclable Material Collection Service, and SFD Organic Waste Collection Service on the same Work Day.

**7.04 Hour and Days of Collection.** SFD Collection Service must be provided Monday through Friday, commencing no earlier than 6:00 a.m. and terminating no later than 7:00 p.m. The hours, days, or both of Collection may be extended due to extraordinary circumstances or conditions with the prior verbal or written consent of City Manager.

**7.05 Manner of Collection.** The Contractor must provide SFD Collection Service with as little disturbance as possible and must leave any Solid Waste Cart(s) in an upright position at the point of collection without obstructing alleys, roadways, driveways, sidewalks or mail boxes.

7.05.1 Handling/Replacement of Carts. Contractor shall use reasonable care in the handling of all Carts. In the event of damage or destruction of any such Cart, by reason of negligence or recklessness on the part of the Contractor or its employees, Contractor shall, upon demand, repair or replace said Carts.

7.05.2. CalRecycle Requirements. Contractor must comply with CalRecycle container requirements, including but not limited to, color requirements pursuant to 14 CCR 1894.1, and labeling requirements pursuant to 14 CCR 18984.8, as they may apply during the term of this Agreement.

7.05.3 Repair of Garbage, Recycling and Organic Waste Carts. Contractor is responsible for the repair of Carts. Within five (5) Work Days of notification by City or a Service Recipient of the need for such repairs, Contractor must repair the Cart or if necessary, remove the Cart for repairs and deliver a replacement Cart to the Service Recipient.

7.05.4 Maintenance, Cleaning, Painting. All Containers shall be maintained in a safe, serviceable, and functional condition, and present a clean appearance. Contractor shall repair or replace all Containers damaged by Collection operations in accordance with standards specified in Section 7.05.3, unless damage is caused by a Customer's gross negligence, in which case, the Customer will be billed for repair or replacement of Container at a reasonable cost for replacement. All Containers shall be maintained in a functional condition.

7.05.5 Contractor shall steam clean and/or repaint all Containers as needed (other than Carts) to present a clean appearance. Contractor shall offer stream cleaning service (or clean container exchange) to Customers requesting such service and shall charge Customers for such cleaning (or Container exchange) at an amount not exceeding the reasonable cost of performing the service, taking into account the scope and range of its ultimate service area which should provide the volume to make such costs as low as reasonably feasible.

7.05.6 Ownership of Carts. Ownership of Carts is vested in the Contractor.

**7.06 SFD Garbage Collection Service.** This service is governed by the following terms and conditions:

7.06.1 Disposal Facility. Except as set forth below, all Residential Garbage Collected as a

result of performing SFD Garbage Collection Services must be transported to, and disposed of, at the Disposal Facility. In the event the Disposal Facility is closed on a Work Day, Contractor must transport and dispose of the Residential Garbage at another legally permitted disposal facility. Failure to comply with this provision may result in the Contractor being in default under this Agreement.

**7.07 SFD Recycling Service.** This service is governed by the following terms and conditions:

7.07.1 Material Recycling Facility. Subject to Section 3.09, all Recyclable Materials Collected as a result of performing recycling services must be delivered to the Material Recycling Facility.

**7.08 SFD Organic Waste Collection Service.** This service is governed by the following terms and conditions:

7.08.1 Contractor's SFD Organic Waste Collection Service is required to include Green Waste, Food Waste, and Other Organics to comply with SB 1383 and other applicable state laws. Collected Organic Waste shall be processed in compliance with SB 1383 at a properly permitted Organic Waste Processing Facility.

7.08.2 Contractor must comply with CalRecycle collection frequency requirements as they may apply during the term of this Agreement.

7.08.3 Organic Waste Processing Services. Contractor must ensure that all Organic Waste Collected pursuant to this Agreement is not disposed of in a landfill, except for residue resulting from processing, in accordance with AB 939, AB 1826, AB 1594, SB 1016 and SB 1383, and any subsequent or other Applicable Law.

7.08.4 Organic Waste Processing Facility. Contractor must deliver all Collected Organic Waste to a fully permitted Organic Waste Processing Facility in compliance with SB 1383 or a fully permitted Organic Waste transfer station in compliance with SB 1383. All expenses related to Organic Waste processing and marketing will be the sole responsibility of Contractor.

7.08.5 Waivers. Contractor shall assist City in identifying SFD generators that qualify for waivers pursuant to 14 CCR Section 18984.11.

## **ARTICLE 8: COMMERCIAL AND MFD COLLECTION SERVICES**

**8.01 Commercial Collection Service.** Except as set forth below, Contractor must provide Commercial Collection Services to all Commercial Service Units in the Service Area pursuant to a schedule approved by City. All provisions of this Article 8 shall also apply to MFD Service Units and MFD Collection Service. This service is governed by the following terms and conditions:

8.01.1 Provision of Service. Contractor must provide Commercial Collection Service to all Commercial Service Units in the Service Area. The size of the container and the frequency (above the minimum) of collection will be determined between the Service Recipient and



Contractor. The base Commercial Garbage Collection Service will include Commercial Recycling Service as described in Section 8.03.2 below, and Commercial Organic Waste Collection Service as described in Section 8.04.2 below. Contractor shall assist City in identifying Commercial Service Units that qualify for waivers pursuant to 14 CCR Section 18984.11.

8.01.2 Required Capacity. Contractor must provide Commercial Recycling Service and Commercial Organic Waste Collection Service to all Commercial Service Units in the Service Area. For each Service Unit, Contractor must provide a minimum capacity of Commercial Recycling Service and Commercial Organic Waste Collection Service at no additional cost, as required in Sections 8.03.2 and 8.04.2.

8.01.3 Hours of Collection. Commercial Collection Service must be provided, commencing no earlier than 6:00 a.m., and terminating no later than 7:00 p.m., Monday through Sunday.

8.01.4 Manner of Collection. Contractor must provide Commercial Collection Service with as little disturbance as possible and must leave any Bin, Cart, or Roll-Off Container at the same point it originally located without obstructing alleys, roadways, driveways, sidewalks or mailboxes.

8.01.5 Purchase and Distribution of Bins and Carts for New Commercial Service Units. Contractor must also distribute Bins, Carts or Roll-off Containers to new Commercial Service Units that are added to Contractor's Service Area during the term of this Agreement.

8.01.6 Repair and Replacement of Bins and Carts. Contractor is responsible for repair of Bins and Carts. Within five (5) Work Days of notification by City or a Service Recipient of the need for such repairs, Contractor must repair the Bin or Cart or if necessary, remove the Bin or Cart for repairs and deliver a replacement Bin or Cart to the Service Recipient. Contractor's employees must avoid damage to Bins or Carts by unnecessary rough treatment. Any Bin or Cart damaged by the Contractor must be replaced by Contractor, at Contractor's expense, at no cost or inconvenience to the Service Recipient.

8.01.7 Contractor must comply with CalRecycle container requirements as they may apply during the term of this Agreement.

8.01.8 Ownership of Bins and Carts. Ownership of Carts, Bins, and Roll-off Containers distributed by Contractor is vested in Contractor.

## **8.02 Commercial Garbage Collection Service.**

8.02.1 Conditions of Service. Contractor must provide Commercial Garbage Collection Service to all Commercial Service Units in the Service Area whose Commercial Garbage is properly containerized in Garbage Carts, Bins, or Roll-off Containers, where the Garbage Carts, Bins, or Roll-off Containers are accessible.

1098 8.02.2 Size and Frequency of Service. This service must be provided as deemed  
 1099 necessary and determined between Contractor and the Commercial Service Unit, but such  
 1100 service must be received no less than one (1) time per week, except that Collection service  
 1101 scheduled to fall on a holiday may be rescheduled as determined between the Commercial  
 1102 Service Unit and Contractor as long as the minimum frequency requirement is met. Contractor  
 1103 must provide containers as part of the Commercial Collection Service rates set forth in Exhibit 1.  
 1104

1105 8.02.3 Disposal Facility. All Commercial Garbage collected as a result of performing  
 1106 Commercial Garbage Collection Services must be transported to, and disposed of, at the  
 1107 Disposal Facility.  
 1108

1109 **8.03 Commercial Recycling Service.** This service is governed by the following terms and  
 1110 conditions:  
 1111

1112 8.03.1 Conditions of Service. Contractor must offer Commercial Recycling Service to all  
 1113 Commercial Service Units in the Service Area whose Recyclable Materials are properly  
 1114 containerized in Recycling Bins, Recycling Carts, or Recycling Roll-off Containers except as set  
 1115 forth below, where the Recycling Bins or Carts are accessible. Commercial Recycling Collection  
 1116 will occur Monday through Friday, and on Saturdays upon request and as necessary.  
 1117

1118 8.03.2 Base Commercial Recycling Service. All Commercial Accounts subscribing to  
 1119 Commercial Garbage Collection Service must receive weekly collection of Recycling Service.  
 1120 All MFD Service Recipients subscribing to MFD Garbage Collection Service must receive  
 1121 weekly Collection of Recycling in the MFD complex.  
 1122

1123 8.03.3 Size and Frequency of Service. This service will be provided as deemed necessary  
 1124 and determined between Contractor and the Service Recipient, but such service must be received  
 1125 no less than one (1) time per week, except that Collection service scheduled to fall on a holiday  
 1126 may be rescheduled as determined between the Service Recipient and Contractor. The size of the  
 1127 container and the frequency (above the minimum) of Collection will be determined between the  
 1128 Service Recipient and Contractor.  
 1129

1130 8.03.4 Material Recovery Facility. All Recyclable Materials Collected as a result of  
 1131 performing Recycling Services must be delivered to the Material Recovery Facility. Failure to  
 1132 comply with this provision will result in Contractor being in default under this Agreement.  
 1133

1134 8.03.5 Compliance with AB 341. Contractor will provide Commercial Recycling Service  
 1135 in a manner to exceed compliance with AB 341, as it may be amended from time to time. Each  
 1136 calendar year, , Contractor will notify all Commercial Service Units of the requirements to  
 1137 comply with the law. Contractor must provide the volume of collection service that all  
 1138 Commercial Service Units in order to be in full compliance with the law. Contractor will conduct  
 1139 in-person outreach to all non-participating commercial covered generators a minimum of once  
 1140 per calendar year.  
 1141

1142 **8.04 Commercial Organic Waste Collection Service.** This service is governed by the  
 1143 following terms and conditions:



8.04.1 Conditions of Service. Contractor must offer Commercial Organic Waste Collection Service to all Commercial Service Units in the Service Area whose Organic Waste is properly containerized in Organic Waste Bins or Organic Waste Carts, except as set forth below, where the Organic Waste Bins or Carts are accessible. Contractor will charge for collection of Organic Waste collected in Carts or Bins at the rates set forth in Exhibit 1. Contractor will provide a sufficient number of Carts or Bins and at a collection frequency to allow for any such Commercial Service Unit to utilize the collection of Organic Waste. Commercial Organic Waste Collection will occur Monday through Friday, and on Saturdays upon request and as necessary.

Contractor must comply with CalRecycle collection frequency requirements as they may apply during the term of this Agreement. If any such changes to collection frequency are adopted after January 1, 2022 that result in Contractor being allowed to reduce the frequency of Garbage or Organic Waste Collection, or otherwise cause Contractor to reduce its collection costs as a result in a change in Garbage or Organic Waste collection frequency, Contractor must provide City with its estimate of reduced its-costs and shall make adjustments to the Maximum Service Rates.

8.04.2 Base Commercial Organic Waste Service. All Commercial Accounts subscribing to Commercial Garbage Collection Service must receive weekly Organic Waste Collection service. All MFD Service Recipients subscribing to MFD Garbage Collection Service must receive weekly Organic Waste Collection service. The actual configuration of Organic Waste Cart and/or Bin sizes to be provided will be based on the total equivalent volume and configured in a manner determined by the Service Recipient in consultation with Contractor.

8.04.3 Size and Frequency of Service. This service will be provided as deemed necessary and determined between Contractor and the Service Recipient, but such service must be received no less than one (1) time per week with no exception for holiday(s).

8.04.4 Organic Waste Processing Services. Contractor must ensure that all Organic Waste Collected from Commercial generators pursuant to this Agreement is not disposed of in a landfill, except for residue resulting from processing, in accordance with AB 939, AB 1826, AB 1594, SB 1016 and SB 1383, and any subsequent or other Applicable Law.

8.04.5 Organic Waste Processing Facility. All Organic Waste Collected as a result of performing Organic Waste Collection Services must be delivered to the Organic Waste Processing Facility in compliance with SB 1383. Failure to comply with this provision may result in Contractor being in default under this Agreement.

8.04.6 Organic Waste - Changes to Services. Should changes in law arise that necessitate any additions or deletions to the services described in this Section 8.04 including the type of items included as Organic Waste, the parties will negotiate any necessary cost changes and will enter into an Agreement amendment covering such modifications to the services and compensation.

8.04.7 Compliance with AB 1826 and SB 1383. Contractor will provide Commercial Recycling Service in a manner to exceed compliance with AB 1826 and SB 1383, as they may be amended from time to time. Starting January 1, 2022 and each January 1st thereafter, Contractor



will notify all Commercial Service Units of the requirements to comply with the law. Contractor must provide the volume of collection service that all Commercial Service Units need in order to be in full compliance. Contractor shall conduct in-person outreach to all non-participating commercial covered generators a minimum of once per calendar year.

## **ARTICLE 9: CITY SERVICES PROVIDED BY CONTRACTOR**

**9.01 City Collection Services.** City Collection Services shall be provided at no cost to City and shall be governed by the following terms and conditions:

**9.01.1 Conditions of Service.** Contractor shall provide Solid Waste Collection Services to all City Service Units. Contractor must provide City Collection Services in the same manner as service provided to Commercial Service Units in Article 8.

**9.01.2 Construction and Demolition Debris and Other Temporary Collection.** Service related to City construction or public works projects undertaken on force account solely by City employees, shall be provided by Contractor at no cost to City. Contractor shall Collect C&D materials from C&D Collection Sites and Transport the C&D to permitted facilities Contractor designates.

**9.01.3** Contractor shall receive written permission from City before placing any containers on City owned property for service.

**9.01.4** Contractor shall make contractual arrangement to allow the delivery of Garbage, Recyclable Materials, Organic Waste, Construction and Demolition Debris, Bulky Items, and street sweeping debris collected by City's Public Works operations to be delivered to permitted facilities designated by Contractor.

## **ARTICLE 10: COLLECTION ROUTES**

**10.01 Service Routes.** Contractor must provide City with maps precisely defining Collection routes, together with the days and the times at which Collection will regularly commence.

**10.02 Service Route Changes.** Contractor must submit to City, in writing, any proposed route change (including maps thereof) not less than forty-five (45) calendar days prior to the proposed date of implementation. Contractor may not implement any route changes without the prior review of City Manager. If the change will change the Collection day for a Service Recipient, Contractor must notify those Service Recipients in writing of route changes not less than fifteen (15) days before the proposed date of implementation.

**10.02.1** City reserves the right to conduct audits of Contractor's Collection routes. Contractor must cooperate with City in connection therewith, including permitting City employees or agents, designated by City Manager, to ride in the Collection vehicles in order to conduct the audits. Contractor has no responsibility or liability for the salary, wages, benefits or worker compensation claims of any person designated by City Manager to conduct such audits.

1231

1232

## ARTICLE 11: COLLECTION EQUIPMENT

1233 11.01 **General Provisions.** All equipment used by Contractor in the performance of services  
1234 under this Agreement must be of a high quality and comply with all Applicable Laws and meet  
1235 or exceed all applicable air quality standards, including all applicable provisions of San Diego  
1236 Air Pollution Control District.

1237

1238 11.02 **Vehicles.** No later than January 1, 2023, all route collection vehicles used by Contractor  
1239 under this Agreement shall be powered by Renewable Natural Gas (RNG), or other alternative  
1240 fuel to diesel both generated by Contractor's Anaerobic Digestion Facility and purchased. Upon  
1241 City's request, Should Contractor rely on RNG as its source of fuel, Contractor shall obtain and  
1242 provide City with a written certification by an authorized representative certifying that the  
1243 Contractor owned in-vessel digestion facility or fuel produced by another RNG facility used by  
1244 the Contractor produces the RNG in quantities corresponding to City's Organics Waste collected  
1245 by Contractor consistent with the requirements of 14 CCR Section 18993.1(h). Contractor shall  
1246 maintain records of the amount of RNG purchased and shall report this information to City on a  
1247 biannual basis. Contractor shall agree to allow City the right to report this RNG usage toward  
1248 City's fulfillment of its annual recovered Organic Waste product procurement target in  
1249 accordance with 14 CCR Section 18993.1.

1250

1251 11.03 **Registration; Inspection.** All vehicles used by Contractor in providing Collection  
1252 Services under this Agreement, except those vehicles used solely on Contractor's premises, are  
1253 to be registered with the California Department of Motor Vehicles. In addition, each such vehicle  
1254 must be inspected by the California Highway Patrol in accordance with Applicable Law.

1255

1256 11.04 **Maintenance Log.** Contractor must maintain a maintenance log for all Collection  
1257 vehicles. The log must at all times be accessible to City by physical inspection upon request of  
1258 City Manager, and must show, at a minimum, each vehicle's Contractor assigned identification  
1259 number, date purchased or initial lease, dates of performance of routine maintenance, dates of  
1260 performance of any additional maintenance, and description of additional maintenance  
1261 performed.

1262

1263

## ARTICLE 12: CONTRACTOR'S OFFICE

1264 12.01 **Contractor's Office.** Contractor must maintain an office where complaints can be  
1265 received that must be open during from 8:00 a.m. to 5:00 p.m. on Monday through Friday.  
1266 Contractor must provide either a local or toll-free telephone number, and a telephone answering  
1267 service or mechanical device to receive Service Recipient inquiries during those times when the  
1268 office is closed. Calls received after normal business hours must be addressed the next Work Day  
1269 morning.

1270 Contractor shall keep records of all Service Recipient's complaint calls for at least three (3)  
1271 years, collected on a calendar year cycle. The Contractor must include a summary of the call, the  
1272 time and date of the call, and, if a complaint was made, the resolution to the complaint. These



1273 records will also be made available to City upon request, as pursuant to Section 15.01.8 of this  
1274 Agreement.

1275 **12.02. Complaints.** Contractor must provide a procedure for the receipt and investigation of  
1276 complaints of alleged violations of SB 1383 and CalRecycle regulations. Contractor shall  
1277 comply with the complaint and investigation requirements for alleged violations of SB 1383  
1278 pursuant to 14 CCR 18995.3. Contractor shall maintain records of complaint investigations as  
1279 required by SB 1383 and CalRecycle regulations.  
1280

1281 **12.03 Emergency Contact.** Contractor must provide City Manager with an emergency phone  
1282 number where the Contractor can be reached outside of the required office hours.  
1283

1284 **12.04 Multilingual/TDD Service.** Contractor must at all times maintain the capability of  
1285 responding to telephone calls in English and such other languages as City may direct. Contractor  
1286 must at all times maintain the capability or responding to telephone calls through  
1287 Telecommunications Device for the Deaf (TDD) Services.  
1288

## 1289 **ARTICLE 13: CONTRACTOR'S SUPPORT SERVICES**

1290 **13.01 Public Outreach and Education Services.** Contractor, at its own expense, must prepare,  
1291 submit and implement an annual Public Education and Outreach Program beyond City's Public  
1292 Education and Outreach Program. Contractor shall obtain approval from City Manager or City  
1293 Manager's Designee on all Contractor-provided advertising, promotional, or service-related  
1294 materials used within City before publication, distribution, and/or release. City Contract Manager  
1295 or City Manager's designee, in their discretion, shall have the right to deny the use, or request  
1296 modifications, of any materials or content. Contractor acknowledges that they are part of a multi-  
1297 Party effort to operate and educate the public about the regional integrated waste management  
1298 system. Contractor shall cooperate and coordinate with City Contract Manager or City  
1299 Manager's Designee on public education activities to minimize duplicative, inconsistent, or  
1300 inappropriately timed education campaigns. Contractor's initial Sustainability Plan must be  
1301 submitted annually for City approval as a part of Contractor's Annual reporting requirements  
1302 pursuant to Article 15 of this Agreement.

1303 **13.01.1 Sustainability Representative.** The Contractor will collaborate with City staff to  
1304 make available reasonable use of one or more Contractor representatives to assist City in meeting  
1305 requirements of the California Integrated Waste Management Act (IWMA) of 1989. On an  
1306 annual basis, Contractor will make an individual available as needed to implement, in  
1307 cooperation with City, Recycling programs in the Service Area on an average of approximately  
1308 two days a week.

1309 **13.01.2 Diversion and Sustainability Work Plan.** Collaboratively, Contractor and City  
1310 staff will develop an annual Waste Diversion and Sustainability Work Plan to help guide  
1311 Contractor's staff's work efforts. This program must be designed to increase diversion and  
1312 Service Recipients participation and should target certain Recyclable Materials or "problem"  
1313 areas of Contractor's Service Area where improvements can be maximized. Targets of outreach  
1314 should be based on local trends and recycling patterns based on information obtained by both  
1315 City Manager and Contractor staff. To the extent possible, Contractor will work to modernize its



1316 public outreach and education services throughout the term of this Agreement by providing  
 1317 outreach materials to Service Recipient electronically (e.g., via email). The parties will make  
 1318 good faith efforts to complete each annual Work Plan as a part of Contractor's Annual reporting  
 1319 requirements pursuant to Article 15 of this Agreement.

1320 13.01.3 Website. Contractor will maintain a website that describes and promotes the use  
 1321 of the available Recycling services. The Contractor will consult, collaborate and coordinate its  
 1322 activities with City regarding Recycling programs so that City is fully informed and provided as  
 1323 opportunity for input to the Contractor's Recycling programs.

1324 13.01.4 Outreach Activities. Contractor's public education and outreach strategy shall  
 1325 focus on improving Service Recipients' understanding of the benefits of and opportunities for  
 1326 source reduction, reuse, and landfill disposal reduction. In general, Contractor-provided public  
 1327 education and outreach, which shall include all content required by this Section 13.01.4, should:  
 1328 (i) inform Service Recipients about the services that are provided under this Agreement with  
 1329 specific focus on describing the methods and benefits of source reduction, reuse, and reduction  
 1330 of solid waste disposal; (ii) instruct Service Recipients on the proper method for placing  
 1331 materials in containers for collection and setting containers out for collection with specific focus  
 1332 on minimizing contamination of source separated Recyclable Materials and Organic Waste; (iii)  
 1333 clearly define Exempt Waste and educate Service Recipients about the hazards of such materials  
 1334 and their opportunities for proper handling; (iv) discourage Service Recipients from buying  
 1335 products if the product and its packaging are not readily reusable, recyclable, or compostable; (v)  
 1336 encourage the use of compost and mulch; and (vi) encourage generators to purchase  
 1337 products/packaging made with Recyclable Materials. The cumulative intended effect of these  
 1338 efforts is to reduce each Service Recipients' reliance on Contractor-provided solid waste  
 1339 container service and, ultimately, disposal, and Contractor agrees to support and not undermine  
 1340 or interfere with such efforts.

1341 13.01.4.1 On an annual basis, the Contractor will coordinate Recycling and  
 1342 Organics education and outreach programs for Residential and Commercial Service Recipients,  
 1343 in conformance with Applicable Laws, including but not limited to, SB 1383 (including 14 CCR  
 1344 18985.1(a) and 18985.2), AB 1826, AB 939 and AB 341, in coordination with City. This  
 1345 program will consist of the following:

1346 13.01.4.1.1 Not less than once per year during each rate year, Contractor  
 1347 shall prepare information specified in 14 CCR Section 18985.1(a) and make such  
 1348 information available in an electronic format through the Contractor's website.

1349 13.01.4.1.2 Contractor will attend public events and host booths to  
 1350 promote recycling education and awareness. Contractor will work with City to  
 1351 identify which special events will be attended.

1352 13.01.4.1.3 Contractor will distribute educational material to Service  
 1353 Recipients on an annual basis. Examples include recycling tips, battery and bulb  
 1354 education, proper Cart placement, resource information, and HHW education.  
 1355 Contractor shall mail or electronically distribute such material to Service  
 1356 Recipients.



1357 13.01.4.1.4 Service Recipients will have access to Contractor's local  
 1358 website to find information specific to City's programs. The Contractor will  
 1359 ensure that information provided on the website is maintained and up-to-date.  
 1360 This content will include proper container set out, educational materials,  
 1361 newsletters and program descriptions. Service Recipients will also have the ability  
 1362 to use Contractor's web-based service request system.

1363 13.01.4.1.5 Contractor and City will work with local media to ensure  
 1364 information is communicated to the community (new programs, events, recycling  
 1365 information, etc.).

1366 13.01.4.1.6 Contractor to use options, such as: local newspaper, broadcast  
 1367 news, websites, social media, homeowners' associations (HOAs), and civic  
 1368 groups.

1369 13.01.4.1.7 Contractor will assist City in supporting Food Waste and  
 1370 Green Waste diversion surveys and programs.

1371 13.01.4.1.8 Contractor will complete Garbage, Organic Waste, and  
 1372 Recycling audits for Commercial Service Recipients and provide  
 1373 recommendations to Commercial Service Recipients on how to improve overall  
 1374 resource efficiency.

1375 13.01.4.1.9 Contractor will provide education materials to regulated  
 1376 entities not in compliance beginning on January 1, 2022 and at least annually  
 1377 every year thereafter.

1378 13.01.4.1.10 Contractor will provide generators with information on  
 1379 properly separating materials, organic waste prevention, on-site recycling,  
 1380 methane reduction benefits, how to recycle organic waste, approved haulers,  
 1381 information related to public health and safety and environmental impacts  
 1382 associated with landfill disposal, self-haul requirements, and edible food donation.

1383 **13.02 Annual Collection Service Notice.** Each year during the term of this Agreement,  
 1384 Contractor must publish and distribute (by mail or electronically) a notice to all Service Units  
 1385 regarding the Collection Service programs. The notice must contain at a minimum: definitions of  
 1386 the materials to be Collected; procedures for setting out the materials; the days when Garbage  
 1387 Collection Services, Recycling Services, and Organic Waste Collection Services will be  
 1388 provided; City customer service phone number; instructions on the proper filling of Containers;  
 1389 instructions as to what materials may or may not be placed in Recyclable Materials or Organic  
 1390 Waste Containers; and the amount of overage and contamination fees in the event of non-  
 1391 compliance. The notice must also advertise the availability of on-premises Collection Services,  
 1392 SFD Bulky Items Collection Services and Temporary Construction and Demolition Debris  
 1393 Collection Services, and specifically the availability of no-charge on-premises Collection  
 1394 Services for specific qualified Service Recipients as described in Section 7.02.1. The notice must  
 1395 also advertise the date and location of upcoming free paper shredding events as described in  
 1396 Section 3.16. The notice must be provided in English, and other languages as directed by City



1397 and must be distributed by Contractor no later than July 1 of each year.

1398 **13.03 Recovered Organic Waste Product Procurement.** At no cost to City, the Contractor  
 1399 will assist city with meeting procurement requirements of SB 1383 as specified in 14 CCR  
 1400 18993.1. In order to meet the required amount as set by CalRecycle in the process identified in  
 1401 14 CCR 18993.1(b), City will receive credit for the Renewable Natural Gas (RNG) used by  
 1402 Contractor as specified herein in Sec 11.02. If the usage of this RNG is insufficient for City's  
 1403 required procurement amount per 14 CCR 18993.1, then Contractor will provide City with  
 1404 Mulch or Compost in an amount sufficient to satisfy the procurement requirements of 14 CCR  
 1405 18993.1 Contractor must deliver mulch or compost materials at a time and location mutually  
 1406 agreeable between City and Contractor. Delivered mulch or compost can be in bulk form or  
 1407 bagged.

1408 **13.04 Edible Food Recovery Support.** At no cost to City, Contractor must provide support to  
 1409 City's Edible Food Recovery program as required under SB 1383. Contractor support may  
 1410 include educating commercial edible food generators, and providing records of site visits,  
 1411 conducting education efforts, and listing food recovery organizations.

1412 **13.05 Additional Outreach Programs and Services.** Contractor will provide additional public  
 1413 outreach services and programs as requested by City at a price to be mutually agreed upon by  
 1414 written agreement between the Contractor and City Manager. This agreement will ultimately  
 1415 take the form of a standard Contractor personal services agreement. In the event the Contractor  
 1416 and City Manager cannot reach a mutually agreed upon price for the requested service or  
 1417 program, City shall have the right to procure the service of other vendors or contractors to  
 1418 provide the requested public outreach services, and Contractor shall reimburse City for the  
 1419 reasonable costs incurred to obtain the public outreach services.

1420 **13.06 Communications in Non-English Languages.** Consistent with 14 CCR 18985.1(e), as  
 1421 the same may be amended from time to time, Contractor will provide communications in non-  
 1422 English languages spoken by a substantial number of the public that are provided organic waste  
 1423 collection services under this agreement.

## 1424 **ARTICLE 14: EMERGENCY SERVICE**

1425 **14.01 Revised Services During an Emergency.** In the event of a natural disaster or Act of  
 1426 God, City Manager may grant the Contractor a variance from regular routes and schedules,  
 1427 which will not be withheld unreasonably. As soon as practicable after such event, Contractor  
 1428 must advise City Manager when it is anticipated that normal routes and schedules can be  
 1429 resumed. City Manager will make an effort through the local news media and in coordination  
 1430 with City to inform the public when regular services may be resumed. The clean-up from a  
 1431 natural disaster or Act of God may require that Contractor hire additional equipment, employ  
 1432 additional personnel, or work existing personnel on overtime hours to clean debris resulting from  
 1433 the natural disaster or Act of God. Contractor will receive additional compensation for  
 1434 extraordinary clean-up directly in response to a natural disaster or Act of God above the normal  
 1435 compensation contained in this Agreement, to cover the costs of rental equipment, additional  
 1436 personnel, overtime hours and other documented expenses based on the rates set forth in Exhibit  
 1437 1 provided Contractor has first secured written authorization and approval from City through  
 1438 City Manager. City will be given equal priority and access to resources as with other franchise



jurisdictions held by Contractor or its affiliates.

## ARTICLE 15: RECORDS

### 15.01 Record Keeping.

**15.01.1 General.** Contractor shall maintain Customer contact data, Customer service, accounting, statistical, operational, and other records related to its performance as shall be necessary to provide reporting required by this Agreement and Applicable Law and to demonstrate compliance with this Agreement and Applicable Law (such as, but not limited to, AB 939, AB 341, AB 1826, AB 876, AB 901, and SB 1383 statutes and corresponding regulations).

Record keeping and reporting requirements specified in this Agreement shall not be considered a comprehensive list of reporting requirements. In particular, this Article 15 is intended to highlight the general nature of records and reports and their minimum content and is not meant to comprehensively define the scope and content of the records and reports that Contractor is required to maintain and report by Applicable Law or this Agreement. Upon written direction or approval of City, the records and reports required by Contractor in accordance with this and other Articles of the Agreement shall be adjusted in number, format, or frequency.

Contractor shall maintain adequate records, and corresponding documentation, such that the Contractor is able to produce accurate monthly and annual reports and is able to provide records to verify such reports. Contractor will make these records available and provide to City any record or documentation necessary for City to fulfill obligations under Applicable Law including, but not limited to, AB 939, AB 341, AB 1826, AB 876, AB 901, and SB 1383 statutes and corresponding regulations; and, other current or future federal, State, or local statutes and regulations, as amended. Upon request by City, Contractor shall provide access to Contractor's requested records in a timely manner, not to exceed ten (10) Business Days from the time of City's request to Contractor.

**15.01.2 Record Retention and Security.** Records shall be maintained in forms and by methods that facilitate flexible use of data contained in them to structure reports, as needed. Contractor's records shall be stored in one central location, physical or electronic, that can be readily accessed by Contractor. Unless otherwise required by law, Contractor shall retain all records and data required to be maintained by this Agreement for the Term of this Agreement plus 5 years after its expiration or earlier termination. Records and data shall be in chronological and organized form and readily and easily interpreted. Contractor shall maintain adequate record security in such a manner that fulfills state and federal obligations and reserves records from events that can be reasonably anticipated such as a fire, theft, data breach, and an earthquake. Electronically-maintained data and records shall be protected and backed-up. To the extent that Contractor utilizes its computer systems to comply with record keeping and reporting requirements under this Agreement, 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.

**15.01.3 Records Compilation for State Law Purposes.** Contractor must maintain full,



complete records required by SB 1383, including but not limited to, the requirements pursuant to 14 CCR Sections 17414.2, 17896.45, 18815.4, 18815.5, 18815.7, 18984.4, 18984.6, 18984.14, and 18985.3. Such records will be subject to copy, audit, and inspection. Contractor shall maintain accurate records for its operation, including, but not limited to, Discarded Materials quantities Collected and quantities Transported to or Transferred to each Approved/Designated Facility, listed separately by material type, Customer type, and Facility. Records shall be maintained in such form by methods that facilitate the use of data for the production of reports as needed. Contractor will make these records available and provide to City any record or documentation necessary for City to fulfill obligations under Applicable Law including, but not limited to, AB 939, AB 341, AB 1826, AB 876, AB 901, AB 1595, and SB 1383 statutes and corresponding regulations; and, other current or future local, federal, or State statutes and regulations, as amended.

**15.01.4 Accounting Records.** Contractor must maintain full, complete, and separate financial, statistical and accounting records, pertaining to cash, billing, and provisions of all Collection Services, prepared on an accrual basis in accordance with generally accepted accounting principles. Such records will be subject to audit, copy, and inspection. Gross Receipts derived from provision of the Collection Services, whether such services are performed by Contractor or by a subcontractor or subcontractors, will be recorded as revenues in the accounts of Contractor. Contractor must maintain and preserve all cash, billing and disposal records for a period of not less than three (3) years following the close of each of Contractor's fiscal years. Contractor shall maintain adequate record security in such a manner that fulfills state and federal obligations and reserves records from events that can be reasonably anticipated such as a fire, theft, data breach, and an earthquake.

**15.01.5 CERCLA Defense Records.** City views its ability to defend itself against Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), and related litigation as a matter of great importance. For this reason, City regards its ability to prove where Collected Recyclable Materials, Organic Materials, and Solid Waste are taken for Transfer, Processing, or Disposal. Contractor shall maintain records which can establish where Recyclable Materials, Organic Materials, and Solid Waste Collected were Transferred, Processed, or Disposed. This provision shall survive the expiration or earlier termination of this Agreement. Contractor shall maintain these records for a minimum of ten (10) years beyond expiration or earlier termination of the Agreement. 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.

**15.01.6 Report Format.** City shall provide to Contractor the format for each report submittal not later than thirty (30) days prior to the due date for such report. If City fails to specify the format as required, Contractor shall use the report format specified for the prior reporting period.

**15.01.7 Submittal Process.** All reports shall be submitted to City, as directed by the City Manager or City Manager's Designee. Reports shall be submitted electronically via email or uploaded to a document sharing platform agreed upon by the Parties. Annual reports shall be submitted within forty-five (45) days after the end of the reporting year. Reporting year shall run from January 1 – December 31.

**15.01.8 Interim Report Requests.** Contractor shall comply with any City interim reporting



1523 request made by City in effort to comply with CalRecycle inspections or for any other reason.  
 1524 Contractor must make a good faith effort to comply such that City's records are complete prior to  
 1525 any CalRecycle inspection.

1526 15.01.9 Notice of Deficiency. Contractor shall inform City if Contractor receives any  
 1527 notice from CalRecycle or the State of California regarding any notice of deficiency or non-  
 1528 compliance with state law.

1529 15.01.10 Failure to Report. Failure of Contractor to comply with the reporting requirements  
 1530 as set forth in this Section may require indemnification in accordance with Section 19.06.  
 1531 Contractor's repeated failure to submit reports, and/or failure to submit reports on time, may be  
 1532 deemed an event of default and may result in the termination of the Agreement at the discretion of  
 1533 City Contract Manager in accordance with this agreement.

1534 **15.02 Annual Reporting.** Contractor shall provide an Annual Report, covering the most  
 1535 recently-completed calendar year, in accordance with the format and submittal requirements of  
 1536 Article 15. Annual reports shall include all information required by SB 1383, including but not  
 1537 limited to, the information required under 14 CCR Sections 17414.2, 17896.45, 18815.4,  
 1538 18815.5, 18815.7, 18984.4, 18984.6, 18984.14, 18985.3, 18994.2 and shall include the  
 1539 information in the following subsections:

1540 15.02.1 Tonnage report.

1541 15.02.11 Contractor shall report the total quantities in Tons of Discarded Materials  
 1542 Collected, Transferred, Processed, and Disposed by the Contractor, all of which shall be  
 1543 based on actual certified scale weights for each load, if available. Tonnage shall be reported  
 1544 separately by material type, customer/sector type, or by facility, or as otherwise requested  
 1545 by the City.

1546 15.02.2 Diversion Report and Diversion Plan.

1547 15.02.21 Diversion report must include annual totals and averages for the previous year  
 1548 and any other requirements pursuant SB 1383. Contractor must deliver to City diversion  
 1549 data for the franchised services performed under this Agreement in the format specified by  
 1550 City.

1551 15.02.22 Diversion Plan shall describe programs and activities to be taken by Contractor  
 1552 that will achieve a minimum annual Franchised Diversion Rate as described in Section  
 1553 5.03 for the upcoming year.

1554 15.02.3 Collection Services Report.

1555

1556 15.02.31 A summary of Customer subscription data, including the number of accounts; the  
 1557 total number of Generators enrolled with Contractor for service, listed separately by service  
 1558 level and Container type (Cart, Bin, and Roll-Off service), separately by Single-Family, Multi-  
 1559 Family, and Commercial Customers, and separately for each type of Discarded Material; and  
 1560 the number of Bulky Items Collections performed.

1561 15.02.32 The number of C&D Collection Sites served and Tonnage Collected, Tonnage  
 1562 Diverted, and Diversion level for each C&D Collection Sites.

1563 15.02.33 The number of waiver reverifications performed by the Contractor, if any, including  
 1564 a copy of documentation for each reverification inspection, which shall include, at a minimum:  
 1565 the Generator's name, address, and Generator type; the type of waiver being verified; any  
 1566 photographic or other evidence collected during the inspection; and the resulting recommended  
 1567 conclusion by the Contractor regarding the validity of the waiver. The Contractor shall provide  
 1568 a summary of recommendations to City of all waivers which the Contractor concludes to no  
 1569 longer be warranted.

1570 15.02.34 Number of Bulky Item/Reusable Materials Collection events by Customer Type.

1571

1572 15.02.4 Processing Facility Report.

1573 15.04.21. Temporary Equipment or Operations Failure: If the Contractor is granted a  
 1574 processing facility temporary equipment or operational failure waiver, the Contractor shall  
 1575 include the following documents and information:

1576 1. The number of days the Processing Facility temporary equipment waiver or  
 1577 operation failure waiver was in effect;

1578 2. Copies of any notifications sent to City and copies of City notices to Contractor;

1579 3. Documentation setting forth the date of issuance of the waiver, the timeframe for  
 1580 the waiver; and,

1581 4. A record of the tons of Organic Waste, source separated Recyclable Materials,  
 1582 source separated Gray Container Organic Waste, and/or Gray Container Waste  
 1583 redirected to an alternative facility or Disposed at an approved disposal facility as  
 1584 a result of the waiver, recorded by Collection vehicle or transfer vehicle  
 1585 number/load, date, and weight.

1586 15.02.5 Customer Service Log. A summary of the type and number of complaints and their  
 1587 resolution,

1588 15.02.6 Homeless Encampments and Illegal Disposal Sites: The total Tonnage amount of  
 1589 Discarded Materials, listed separately by Discarded Material type, removed from homeless  
 1590 encampments and illegal disposal sites as part of an abatement activity, listing each Collection  
 1591 event separately by date, location, and Tonnage Collected.

1592 15.02.7 Quarantined Organic Waste: A record of all compliance agreements for quarantined  
 1593 Organic Waste that are Disposed of, including the name of Generator, date issued, location of final  
 1594 disposition, and the amount of quarantined Organic Waste that was required to be Disposed at a  
 1595 Landfill.

1596 15.02.8 Public Education and Outreach Support. A summary the status of activities identified in  
 1597 the annual public education plan.

1598 15.02.9 Compliance Monitoring and Enforcement Report. To include:

1599 1. A summary of the total number of SB 1383 Regulatory non-compliance complaints that  
 1600 were received and investigated.



- 1601 2. The total number of3, Hauler Route reviews conducted pursuant to Section 3.17 of the  
1602 Agreement.
- 1603 3. The number of inspections conducted by type for Commercial Businesses.
- 1604 4. A copy of written and/or electronic records and documentation for all audits, studies,  
1605 compliance reviews, and all other inspections conducted pursuant to Section 3.17 of the  
1606 Agreement.
- 1607 5. The number of Commercial Businesses that were included in a compliance review  
1608 performed by the Contractor, and the number of violations found and corrected through  
1609 compliance reviews, including a list with each Generator's name or account name, address,  
1610 and Generator type.
- 1611 15.02.10 Vehicle and Equipment Inventory. To include:
- 1612 1. If applicable, the name, physical location, and contact information of each entity,  
1613 operation, or facility from whom the RNG was procured.
- 1614 2. If applicable, the total amount of RNG procured by the Contractor for use in Contractor  
1615 vehicles, in diesel gallon equivalents (DGE), including copies of any receipts, invoices, or  
1616 other similar documentation evidencing procurement. In addition to the amount procured,  
1617 Contractor shall include the total amount actually used in Contractor vehicles in the  
1618 calendar year, if these values are different.
- 1619 15.02.11 Upon Incident Reporting. City reserves the right to request additional reports or  
1620 documents in the case of unforeseen events or additional requirements imposed upon City. The  
1621 Contractor shall provide the requested reports, documents, or information within ten (10)  
1622 Business Days upon receipt of the request or within a timeframe determined by the Contract  
1623 Manager, which shall not to exceed ten (10) days.
- 1624 15.02.12 CALGreen Code Compliance. Contractor shall maintain records of any information or  
1625 documentation required to demonstrate compliance with the California Green Building Standards  
1626 Code (CALGreen Code). City may request that this information be included in the monthly or  
1627 annual report(s), as it pertains to the services provided under this Agreement. City shall notify  
1628 the Contractor of this request within ten (10) Business Days prior to the submittal deadline of the  
1629 monthly and/annual report where the information is to be included.
- 1630 15.02.13 Buy-Recycled Policy Report. Contractor shall maintain records evidencing compliance  
1631 with the "Buy-Recycled Policy." Contractor shall submit a copy these records and/or a summary  
1632 report to City, upon City request.
- 1633 15.02.14 Customized Reports. City reserves the right to request Contractor to prepare and  
1634 provide customized reports from records Contractor is required to maintain.
- 1635 15.02.15 Financial Reports. Contractor must prepare an annual Financial Report for submittal to  
1636 City. At a minimum, the Financial Report must include the number of SFD Service Units and  
1637 Commercial Service Units provided with Collection Services, including any additional services,  
1638 the Contractor's gross billing and amount collected for each type of Service Unit, identification  
1639 and information related to delinquent accounts pursuant to Section 4.03 of this agreement, and

1640 the cost of residual disposal.

1641 15.02.16 Additional Reports. Contractor must furnish City with any additional reports as may  
1642 reasonably be required, such reports to be prepared within a reasonable time following the  
1643 reporting period. Contractor will provide reasonable assistance to City in preparing annual  
1644 reports to CalRecycle, including but not limited to, supplying required data for preparation of the  
1645 reports.

1646 **15.02 Quarterly Reporting.** Contractor shall provide the following on a quarterly basis:

1647 15.02.2 The total number of Contamination Violation Notices issued, categorized by type of  
1648 Generator.

1649 15.02.3 The number of violations that were resolved, categorized by type of Generator.

1650 15.02.4 Copies of all Contamination Violation Notices and education materials issued to non-  
1651 compliant Generators.

1652 15.02.5 Any other information reasonably requested by City or specified in contamination  
1653 monitoring provisions of this agreement.

## 1654 **ARTICLE 16: NONDISCRIMINATION**

1655 16.01 **Nondiscrimination.** In the performance of all work and services under this Agreement,  
1656 Contractor may not discriminate against any person on the basis of such person's race, color, sex  
1657 (including pregnancy, childbirth, and related medical conditions), age, ancestry, national origin,  
1658 religion, marital status, or sexual orientation, gender identify and gender expression, disability  
1659 (physical and mental), medical conditions, AIDS/HIV, citizenship status and genetic  
1660 information, military or veteran status, political affiliations or activities, and status as a victim of  
1661 domestic violence, assault or stalking. Contractor must comply with all applicable local, state  
1662 and federal laws and regulations regarding nondiscrimination, including those prohibiting  
1663 discrimination in employment.

## 1664 **ARTICLE 17: SERVICE INQUIRIES AND COMPLAINTS**

1665 17.01 **Contractor's Customer Service.** All service inquiries and complaints from Service  
1666 Recipients will be directed to Contractor. A representative of Contractor must be available to  
1667 receive the complaints during normal business hours. All service complaints will be handled by  
1668 Contractor in a prompt and efficient manner.

1669 17.02 Contractor will utilize the Customer Service Log to maintain a record of all inquiries and  
1670 complaints in a manner prescribed by City. Contractor must maintain a record of all inquiries and  
1671 complaints for a minimum of three (3) years, available upon City request.

## 1672 **ARTICLE 18: ACTS OF GOD AND NATURAL DISASTERS**

1673 18.01 If either party is prevented from or delayed in performing its duties under this Agreement  
1674 by circumstances beyond its control, whether or not foreseeable, including, without limitation,



1675 acts of the State of California or the U.S. Federal government, acts of God or natural disasters,  
 1676 whether of the kind enumerated or otherwise, that are not reasonably within the control of the  
 1677 affected party, then the affected party will be excused from performance hereunder during the  
 1678 period of such disability.

1679 18.02 The party claiming excuse from performance must promptly notify the other party when  
 1680 it learns of the existence of such cause, including the facts constituting such cause, and when  
 1681 such cause has terminated.

1682 18.03 The interruption or discontinuance of services by a party caused by circumstances outside  
 1683 of its control will not constitute a default under this Agreement.

## 1684 **ARTICLE 19: INSURANCE AND INDEMNIFICATION**

1685  
 1686 19.01 **Insurance Requirements.** Contractor shall obtain and maintain during the entire Term of  
 1687 this Agreement, and shall maintain for a minimum of (5) years after contract completion, the  
 1688 following insurance policies from companies admitted or authorized in the State of California to  
 1689 transact insurance business in the class of the type provided and shall have a general policyholder's  
 1690 rating of not less than an "A" and a financial size of not less than ten million dollars (\$10,000,000)  
 1691 (currently Class V) or better in the most current A.M. Best's Key Rating Guide; which standards  
 1692 shall be met by the issuing company and not by means of the standing or assets of their parent,  
 1693 subsidiary or affiliate entities:

1694  
 1695 19.01.1 **Comprehensive General Liability.** Coverage shall include premises-  
 1696 operations, products/completed operations (10 years), broad form property damage,  
 1697 personal injury, bodily injury and blanket contractual liability, shall be provided on a "pay  
 1698 on behalf" basis, with defense costs payable in addition to policy limits, there shall be no  
 1699 cross-liability exclusion, there shall be no land subsidence exclusion, and there shall be no  
 1700 prohibition against payment of a SIR or deductible in the event of the named insured's  
 1701 failure to do so, in the following coverage amounts:

- 1702
- 1703 i. \$ 10,000,000 per occurrence;
- 1704 ii. \$ 15,000,000 general aggregate;
- 1705 iii. \$ 2,000,000 property damage or bodily injury per occurrence;
- 1706 iv. \$ 3,000,000 cyber liability insurance.
- 1707

1708 19.01.2 **Automobile Liability.** Coverage shall include owned, hired and non-owned  
 1709 vehicles, shall be provided on a "pay on behalf" basis, with defense costs payable in  
 1710 addition to policy limits, there shall be no cross-liability exclusion, and there shall be no  
 1711 prohibition against payment of a SIR or deductible in the event of the named insured's  
 1712 failure to do so, in the following coverage amounts:

- 1713
- 1714 i. \$10,000,000 combined single limit;
- 1715 ii. \$2,000,000 property damage or bodily injury per occurrence.
- 1716

19.01.3 Workers' Compensation Insurance. Amounts shall be in accordance with statutory requirements. Employer's Liability insurance shall be in the minimum amount of \$1,000,000 per accident or disease.

i. By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Agreement.

ii. The Contractor shall require each subcontractor to comply with the requirements of Section 3700 of the Labor Code. Before commencing any Work, the Contractor shall cause each subcontractor to execute the following certification:

"I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Agreement."

19.01.4 Pollution Liability. Coverage shall be written on a Contractor's Pollution Liability form or other form acceptable to City providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than \$2,000,000 dollars per claim and \$4,000,000 in aggregate. At the required meet and confer of the parties pursuant to Section 19.01.5, Contractor must disclose any proportionally sized contract that provides for pollution liability coverage that exceeds the coverages of this agreement. In the event insurance and coverage amount requirements as set forth in this Section 19.01.4, or any component thereof, is/are exceeded in any proportionally sized franchise agreement, amended franchise agreement, and/or restated franchise agreement between Contractor and any other public agency ("Other Agency Agreement"), the requirements set forth herein shall be deemed to have automatically increased to match that of said Other Agency Agreement as to the insurance levels or coverages which exceed those set forth above in this Section 19.01.4.

19.01.5 Policy limits as set forth in this Article 19 shall apply for a period of five years; Parties agree to meet and confer at five-year intervals regarding coverage limits.

19.01.6 Limits may be met by a combination of primary and umbrella/excess liability policies, provided that: (i) the umbrella/excess policy carriers meet the requirements noted above, (ii) there is sufficient umbrella/excess coverage provided to exceed the specified coverage requirements, so that any claim event will not result in a deficiency in any of the coverage requirements described above; and (iii) umbrella/excess insurance amounts may be applied only once to meet the insurance coverage requirement for only one line of



deficient underlying insurance unless the policy specifically provides otherwise, in which event the portion of the policy so providing will be submitted for Agency's review to its satisfaction.

19.02 **Endorsements.** Endorsements shall be obtained so that each policy contains the following four provisions, the wording for which shall be to the satisfaction of the City Attorney:

- (a) **Additional Insured.** (Not required for Professional Errors and Omissions Liability Insurance or Workers' Compensation.) "The City of San Marcos, and its elected and appointed boards, directors, officers, agents and employees are additional insureds with respect to the agreement with City and the services to be provided thereunder."
- (b) **Preferred Forms.** General Liability: CG 2010 11 85, CG 2037 10 01 or equivalent.
- (c) **Notice.** "Said policy shall not terminate, nor shall it be canceled or reduced in coverage without thirty (30) days' written notice to the City of San Marcos."
- (d) **Primary Coverage.** "The policy provides primary coverage to City of San Marcos and its elected and appointed boards, officers, agents, and employees. It is not secondary or in any way subordinate to any other insurance or coverage maintained by City of San Marcos."
- (e) **Waiver of Subrogation.** "We waive any right of recovery we may have against the City of San Marcos and its elected and appointed boards, officers and employees because of payments we make for injury or damages arising out of your ongoing operations or your work done under contract with the City of San Marcos."

19.03 **Insurance and Indemnity Obligations Separate.** The requirements as to the types and limits of insurance coverage to be maintained by Contractor as required by this contract, and any approval of such insurance by Agency, are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Contractor pursuant to this Agreement including, but not limited to, the indemnification provision.

19.04 **Insurance Certificates.** Contractor shall provide Agency with certificates of insurance and accompanying endorsements showing the insurance coverages described in the paragraphs above, in a form and content approved by the City, prior to beginning Work under this Agreement.

City utilizes an online Evidence of Coverage database, PINS Advantage, to electronically maintain the insurance documents required by this Section. City will send Contractor an automatic email through the PINS system with information to provide to Contractor's insurance representative to upload insurance documents into the City's system.



1809 19.05 **Bond.** The following bond shall be executed in favor of Agency and submitted by  
 1810 Contractor:

1811  
 1812 Within (7) calendar days of City's notification to Contractor that City has executed this Agreement,  
 1813 Contractor shall file with the City a bond, in a form acceptable to the City Attorney, payable to the  
 1814 City, securing the Contractor's performance of its obligations under this Agreement and such bond  
 1815 shall be renewed annually if necessary, so that the performance bond is maintained at all times  
 1816 during the Term. The principal sum of the bond shall be Two Million Dollars (\$2,000,000), which  
 1817 shall be adjusted every three (3) years, commencing with rate period three, to equal (3) months of  
 1818 the prior rate period's annual gross receipts. The bond shall be executed as surety by a corporation  
 1819 authorized to issue surety bonds in the State of California that has a rating of A or better in the  
 1820 most recent edition of the Best's Key Rating Guide, and that has a record of service and financial  
 1821 condition satisfactory to City.

1822  
 1823 City shall have the right to draw against the faithful performance bond in the event of a breach or  
 1824 default of Contractor or the failure of Contractor to perform fully any obligation under this  
 1825 agreement. Within five (5) days of receipt of notice from City, Contractor shall renew or replace  
 1826 such sums of money as needed to bring the faithful performance bond current.

1827  
 1828 19.06 **General Indemnification.** Contractor must indemnify, defend and hold harmless City,  
 1829 City's contractors, and its elected and appointed public officials, officers, directors, employees,  
 1830 agents and other contractors of each of them (collectively, "City Indemnitees"), from and against  
 1831 any and all claims, costs, losses and damages (including but not limited to all fees and charges of  
 1832 engineers, architects, attorneys and other professionals as well as all court or other dispute  
 1833 resolution costs), liabilities, expenditures or causes of action of any kind (including negligent,  
 1834 reckless, willful or intentional acts or omissions of the Contractor, any subcontractor, any  
 1835 supplier, any person or organization directly or indirectly employed by any of them to perform or  
 1836 furnish any services or anyone for whose acts any of them may be liable), arising from, relative  
 1837 to or caused by the performance of the services. (collectively, "Claims") This indemnity includes  
 1838 but is not limited to Claims attributable to bodily injury, sickness, disease or death and to injury  
 1839 or destruction of tangible property. Contractor agrees, at Contractor's expense, after written  
 1840 notice from City, to defend any action against City. Indemnitees that falls within the scope of this  
 1841 indemnity using counsel selected by Contractor and approved by City in its reasonable judgment.  
 1842 Additionally, if Contractor, after receipt of written notice from City, fails to make any payment  
 1843 due under this Agreement to City, Contractor must pay any reasonable attorneys' fees or costs  
 1844 incurred by City in securing any such payment from Contractor. Payment of any amount due  
 1845 pursuant to the foregoing indemnity must, after receipt of written notice by Contractor from City  
 1846 that such amount is due, be made by Contractor prior to City being required to pay same, or in  
 1847 the alternative, City, at City's option, may make payment of an amount so due and Contractor  
 1848 must promptly reimburse City for the same, with interest thereon at the rate of 12% per annum  
 1849 simple interest from the date of receipt by Contractor of written notice from City that payment is  
 1850 due.

1851 19.07 **Diversion Indemnification.** Subject to the requirements of Public Resources Code  
 1852 Section 40059.1, which will control in the event of any conflict with the provisions of this  
 1853 Section, Contractor agrees to protect and defend City Indemnitees with counsel selected by  
 1854 Contractor and approved by City, to pay all attorneys' fees, and to indemnify and hold City  
 1855 Indemnitees harmless from and against all fines or penalties imposed by the CalRecycle if the  
 1856 diversion goals specified in California Public Resources Code Section 41780, as it may be



amended, are not met by City with respect to the materials Collected by Contractor and if the lack in meeting such goals are attributable to the failure of Contractor to implement and operate the recycling or diversion programs or undertake the related activities required by this Agreement. In the event CalRecycle provides an administrative process to challenge the imposition of a compliance order or a fine or fines, Contractor will be responsible for engaging any consultants or attorneys necessary to represent City in any challenge. Contractor will be responsible for the retention of and payment to any consultants engaged to perform waste generation studies (diversion and disposal). All consultants and attorneys engaged hereunder are subject to the mutual agreement of City and Contractor.

**19.08 Hazardous Substances Indemnification.** Contractor agrees to indemnify, defend (with counsel reasonably approved by City), protect and hold harmless City Indemnitees from and against any and all Claims of any kind whatsoever paid, suffered or incurred by or against City Indemnitees resulting from any repair, cleanup, removal action or response action undertaken pursuant to CERCLA, the Health & Safety Code or other similar federal, state or local law or regulation, with respect to Solid Waste Collected and Disposed of by Contractor. The foregoing indemnity is intended to operate as an agreement pursuant to Section 107(e) of CERCLA and Section 25364 of the Health & Safety Code to defend, protect, hold harmless and indemnify City. Indemnitees from all forms of liability under CERCLA, the Health & Safety Code or other similar federal, state or local law or regulation.

**19.09 Limitations on Rate Adjustments.** Contractor understands and agrees that City may elect to or be required to comply with California Constitution Article XIII D or other applicable laws before approving any new or increased maximum rates. City shall not be in breach of this Agreement if its residents lawfully delay or prevent City from raising or imposing the rates through the California Constitution Article XIII D or other applicable process. In such event, City and Contractor shall meet in good faith to consider alternatives and options, which may include permitting Contractor to terminate the Agreement without cause. All costs incurred in providing notices required under California Constitution Article XIII D or other applicable law in connection with a rate adjustment shall be paid by the Contractor.

**19.10 Subcontractors.** Contractor must require all subcontractors performing work in City to enter into an Agreement containing the provisions set forth in Section 19.06 such that the subcontractor fully indemnifies City in accordance with this Agreement.

**19.11 Damage by Contractor.** If Contractor's employees or subcontractors cause any injury, damage or loss to City property, including but not limited to City streets or curbs, excluding normal wear and tear, Contractor must reimburse City for City's cost of repairing such injury, damage or loss. Such reimbursement is not in derogation of any right of City to be indemnified by Contractor for any such injury, damage or loss. With the prior written approval of City, Contractor may repair the damage at Contractor's sole cost and expense. Any injury, damage or loss to private property caused by the negligent, reckless or willful acts or omissions of Contractor to private property must be repaired or replaced by Contractor at Contractor's sole expense. Disputes between Contractor and its Service Recipients or private property owners as to damage to private property are civil matters and complaints of damage will be referred to Contractor as a matter within its sole responsibility and as a matter within the scope of Section 19.06.



1900

**ARTICLE 20: DEFAULT OF AGREEMENT**

1901 20.01 **Termination.** City may cancel this Agreement, except as otherwise provided below in  
 1902 this Section, by giving Contractor thirty (30) calendar days advance written notice, to be served  
 1903 as provided in this Agreement, upon the occurrence of any one of the following events:

1904 20.01.1 Contractor takes the benefit of any present or future insolvency statute, or makes  
 1905 a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy  
 1906 (court) or a petition or answer seeking an arrangement for its reorganization or the readjustment  
 1907 of its indebtedness under the Federal bankruptcy laws or under any other law or statute of the  
 1908 United States or any state thereof, or consent to the appointment of a receiver, trustee or  
 1909 liquidator of all or substantially all of its property; or

1910 20.01.2 By order or decree of a court, Contractor is adjudged bankrupt or an order is  
 1911 made approving a petition filed by any of its creditors or by any of the stockholders of  
 1912 Contractor, seeking its reorganization or the readjustment of its indebtedness under the Federal  
 1913 bankruptcy laws or under any law or statute of the United States or of any state thereof, provided  
 1914 that if any such judgment or order is stayed or vacated within sixty (60) calendar days after the  
 1915 entry thereof, any notice of default will be and become null, void and of no effect; unless such  
 1916 stayed judgment or order is reinstated in which case, such default will be deemed immediate; or

1917 20.01.2.1 By, or pursuant to, or under the authority of any legislative act,  
 1918 resolution or rule or any order or decree of any court or governmental board, agency or officer  
 1919 having jurisdiction, a receiver, trustee or liquidator takes possession or control of all or  
 1920 substantially all of the property of Contractor, and such possession or control continues in effect  
 1921 for a period of sixty (60) calendar days; or

1922 20.01.3 Contractor has defaulted, by failing or refusing to pay in a timely manner the  
 1923 administrative charges or other monies due City and such default is not cured within thirty (30)  
 1924 calendar days of receipt of written notice by City to do so; or

1925 20.01.4 Contractor has defaulted by allowing any final judgment for the payment of  
 1926 money owed to City to stand against it unsatisfied and such default is not cured within thirty (30)  
 1927 calendar days of receipt of written notice by City to do so; or

1928 20.01.5 In the event that the monies due City under Section 20.01.3 above or an  
 1929 unsatisfied final judgment under Section 20.01.4 above is the subject of a judicial proceeding,  
 1930 Contractor will not be in default if the sum of money is bonded. All bonds must be in the form  
 1931 acceptable to City Attorney.

1932 20.02 **Excuse from Performance.** The Contractor shall be excused from performing their  
 1933 respective obligations hereunder in the event they are prevented from so performing by reason of  
 1934 floods, earthquakes, other "acts of God," war, civil insurrection, riots, acts of any government  
 1935 (including judicial action), and other similar catastrophic events which are beyond the control of  
 1936 and not the fault of the party claiming excuse from performance hereunder, if such events  
 1937 prevent Contractor's ability to collect or perform services.



1938 Labor unrest, including but not limited to strike, work stoppage or slowdown, sick-out, picketing,  
 1939 or other concerted job action conducted by Contractor's employees or directed at Contractor is  
 1940 not an excuse from performance and Contractor shall be obligated to continue to provide service  
 1941 notwithstanding the occurrence of any or all of such events; provided, that in the case of labor  
 1942 unrest or job action by City's employees or directed at a third party (e.g. customer) over whom  
 1943 Contractor has no control, the inability of Contractor to make collection due to the unwillingness  
 1944 or failure of City or the third party, as the case may be, to provide reasonable assurance of the  
 1945 safety of Contractor's employees while making collections or to make reasonable  
 1946 accommodations with respect to container placement and point of delivery, time of collection or  
 1947 other operating circumstances to minimize any confrontation with pickets or the number of  
 1948 persons necessary to make collections shall, to that limited extent, excuse performance and  
 1949 provided further than the foregoing excuse shall be conditioned on Contractor's cooperation in  
 1950 making collection at different times and in different locations.

1951 The party claiming excuse from performance shall, within two (2) days after such party has  
 1952 notice of such cause, give the other party notice of the facts constituting such cause and asserting  
 1953 its claim to excuse under this Section 20.02. Notwithstanding, Contractor in the event of a  
 1954 catastrophic event shall comply with City's emergency preparedness plan and must try to  
 1955 implement a reasonable alternative plan for service.

1956 In the event that either party validly exercises its rights under this Section, the parties hereby  
 1957 waive any claim against each other for any damages sustained thereby. Notwithstanding the  
 1958 foregoing, however, if Contractor is excused from performing its obligation hereunder for any of  
 1959 the causes listed in this Section for a period of thirty (30) days or more, other than as the results  
 1960 of third party labor disputes where services cannot be provided for reasons described earlier in  
 1961 this Section, City shall nevertheless have the right, in its sole discretion, to terminate this  
 1962 Agreement by giving ten (10) days' notice.

1963 **20.03 Right to Cure.** If Contractor has defaulted, by failing or refusing to perform or observe  
 1964 the terms, conditions or covenants in this Agreement, any of the provisions of this Article 20, or  
 1965 any of the rules and regulations promulgated by City pursuant thereto or has wrongfully failed or  
 1966 refused to comply with the instructions of City Manager or City Manager's designee thereto and  
 1967 such default is not cured within thirty (30) calendar days of receipt of written notice by City to  
 1968 do so, or if by reason of the nature of such default, the same cannot reasonably be remedied  
 1969 within thirty (30) calendar days following receipt by Contractor of written demand from City to  
 1970 do so, Contractor fails to commence the remedy of such default within such thirty (30) calendar  
 1971 days following such written notice or having so commenced fails thereafter to continue with  
 1972 diligence the curing thereof (with Contractor having the burden of proof to demonstrate (a) that  
 1973 the default cannot be cured within thirty (30) calendar days, and (b) that it is proceeding with  
 1974 diligence to cure such default, and such default will be cured within a reasonable period of time),  
 1975 City may cancel this agreement upon (30) days written notice to Contractor.

1976 **20.04 Violations.** Notwithstanding the foregoing and as supplemental and additional means of  
 1977 termination of this Agreement under this Article 20, in the event that Contractor's record of  
 1978 performance shows that Contractor has defaulted in the performance of any of the covenants and  
 1979 conditions required herein to be kept and performed by Contractor three (3) or more times in any  
 1980 twenty-four (24) month period, and regardless of whether the Contractor has corrected each



1981 individual condition of default, Contractor will be deemed a "habitual violator", will be deemed  
 1982 to have waived the right to any further notice or grace period to correct, and all such defaults will  
 1983 be considered cumulative and collectively will constitute a condition of irredeemable default.  
 1984 City will thereupon issue Contractor a final warning citing the circumstances therefore, and any  
 1985 single default by Contractor of whatever nature, subsequent to the occurrence of the last of such  
 1986 cumulative defaults, will be grounds for immediate termination of the Agreement. In the event of  
 1987 any such subsequent default, City may terminate this Agreement upon giving of written final  
 1988 notice to Contractor, such cancellation to be effective upon the date specified in City's written  
 1989 notice to Contractor, and all contractual fees due hereunder plus any and all charges and interest  
 1990 will be payable to such date, and Contractor will have no further rights hereunder. Immediately  
 1991 upon the specified date in such final notice Contractor must cease any further performance under  
 1992 this Agreement.

1993 **20.05 Effective Date of Termination.** In the event of any the events specified above, and  
 1994 except as otherwise provided in such subsections, termination will be effective upon the date  
 1995 specified in City's written notice to Contractor and upon such date this Agreement will be  
 1996 deemed immediately terminated and upon such termination all liability of City under this  
 1997 Agreement to Contractor will cease, and City will have the draw down on the Performance Bond  
 1998 described in Section 19.05 and will be free to negotiate with other contractors for the operation  
 1999 of interim and long-term Collection Services. Contractor must reimburse City for all direct and  
 2000 indirect costs of providing any interim Collection Services as a result of Contractor's default in  
 2001 this Agreement.

2002 **20.06 Immediate Termination.** City may terminate this Agreement immediately upon written  
 2003 notice to Contractor in the event Contractor: (a) fails to obtain or maintain insurance policies  
 2004 endorsements as required by this Agreement, (b) fails to provide the proof of insurance as  
 2005 required by this Agreement, or (c) offers or gives any gift to a City official or employee  
 2006 prohibited by City's Municipal Code.

2007 **20.07 Termination Cumulative.** City's right to terminate this Agreement is cumulative to any  
 2008 other rights and remedies provided by law or by this Agreement.

2009 **20.08 Alternative Service.** Should Contractor, for any reason, refuse or be unable for a period  
 2010 of more than forty-eight (48) hours, to Collect a material portion or all of the Solid Waste which  
 2011 it is obligated under this Agreement to Collect, and as a result, Solid Waste should accumulate in  
 2012 City to such an extent, in such a manner, or for such a time that City Manager, in the reasonable  
 2013 exercise of City Manager's discretion, should find that such accumulation endangers or menaces  
 2014 the public health, safety or welfare, then City will have the right to contract with another Solid  
 2015 Waste enterprise to Collect any or all Solid Waste which Contractor is obligated to Collect  
 2016 pursuant to this Agreement. City must provide twenty-four (24) hours prior written notice to  
 2017 Contractor during the period of such emergency, before contracting with another Solid Waste  
 2018 enterprise to Collect any or all Solid Waste which Contractor would otherwise collect pursuant to  
 2019 this Agreement for the duration of period during which Contractor is unable to provide such  
 2020 services. In such event, Contractor must undertake commercially reasonable efforts to identify  
 2021 sources from which such substitute Solid Waste services are immediately available, and must  
 2022 reimburse City for all of its expenses for such substitute services during the period in which  
 2023 Contractor is unable to provide Collection services required by this Agreement.



**20.09 Survival of Certain Contractor Obligation.** Notwithstanding the termination of this Agreement by Contractor or City, Contractor's obligation to indemnify, defend and hold City and City Indemnitees harmless as provided in Article 19 shall survive termination for five (5) years from the date of termination. Notwithstanding the termination of this Agreement by Contractor or City, such act shall not automatically invalidate or cancel any insurance policy, letter of credit, performance bond or similar instruments provided by Contractor under this Agreement and such policies, letters of credit, performance bonds and other instruments shall remain in full force and effect for one full year after termination.

## **ARTICLE 21: MODIFICATIONS TO THE AGREEMENT**

**21.01 City-Directed Change.** City has the power to make changes in this Agreement as the result of changes in law, changes in the Code, or both, to impose new rules and regulations on Contractor under this Agreement relative to the scope and methods of providing Collection Services as may from time-to-time be necessary and desirable for the public welfare. City will give the Contractor notice of any proposed change and an opportunity to be heard concerning those matters. The scope and method of providing Collection Services as referenced herein will be liberally construed to include procedures, operations and obligations, financial or otherwise, of Contractor. When such modifications are made to this Agreement, City and Contractor will negotiate in good faith, a reasonable and appropriate compensation adjustment for any increase or decrease in the services or other obligations required of Contractor due to any modification in the Agreement under this Article 21. City and Contractor will not unreasonably withhold agreement to such compensation adjustment.

**21.01.1 Change in Law.** City and Contractor understand and agree that the California Legislature has the authority to make comprehensive changes in Solid Waste Collection legislation and that these and other changes in law in the future which mandate certain actions or programs for counties or municipalities may require changes or modifications in some of the terms, conditions or obligations under this Agreement. Contractor agrees that the terms and provisions of the Code, as it now exists or as it may be amended in the future, will apply to all of the provisions of this Agreement and the Service Recipients of Contractor located within the Service Area. In the event that AB 939, SB 1383, or other state or federal laws or regulations enacted after this Agreement have been enacted, prevent or preclude compliance with one or more provisions of this Agreement, such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such state or federal laws or regulations. No other amendment of this Agreement shall be valid unless in writing duly executed by the Parties. Nothing contained in this Agreement will require any party to perform any act or function contrary to law. City and Contractor agree to enter into good faith negotiations regarding modifications to this Agreement which may be required in order to implement changes in the interest of the public welfare or due to change in law.

## **ARTICLE 22: LEGAL REPRESENTATION**

**22.01 Acknowledgement.** It is acknowledged that each party was, or had the opportunity to be, represented by counsel in the preparation of and contributed equally to the terms and conditions of this Agreement and, accordingly, the rule that an Agreement will be interpreted strictly against



2065 the party preparing the same will not apply due to the joint contributions of both parties.

2066 **ARTICLE 23: FINANCIAL INTEREST**

2067 23.01 **Representation.** Contractor warrants and represents that no elected official, officer, agent  
2068 or employee of City has a financial interest, directly or indirectly, in this Agreement or the  
2069 compensation to be paid under it and, further, that no City employee who acts in City as a  
2070 "purchasing agent" as defined in the Code, nor any elected or appointed officer of City, nor any  
2071 spouse or child of such purchasing agent, employee or elected or appointed officer, is a partner,  
2072 officer, director or proprietor of the Contractor and, further, that no such City employee,  
2073 purchasing agent, City elected or appointed officer, or the spouse or child of any of them, alone  
2074 or in combination, has a material financial interest in Contractor or this Agreement.

2075 **ARTICLE 24: EXEMPT WASTE**

2076 24.01 Contractor is not required to Collect or dispose of Exempt Waste, but may offer such  
2077 services. All such Collection and disposal of Exempt Waste is not regulated under this  
2078 Agreement, but if provided by Contractor must be in strict compliance with all Applicable Laws.

2079 **ARTICLE 25: INDEPENDENT CONTRACTOR**

2080 25.01 In the performance of services pursuant to this Agreement, Contractor is an independent  
2081 contractor and not an officer, agent, servant or employee of City. Contractor will have exclusive  
2082 control of the details of the services and work performed and over all persons performing such  
2083 services and work. Contractor is solely responsible for the acts and omissions of its officers,  
2084 agents, employees, contractors and subcontractors, if any. Neither Contractor nor its officers,  
2085 employees, agents, contractors or subcontractors will obtain any right to retirement benefits,  
2086 Workers Compensation benefits, or any other benefits which accrued to City employees and  
2087 Contractor expressly waives any claim to such benefits.

2088 25.02 **Subcontractors.** Contractor will require all subcontractors performing work in City to  
2089 enter into an Agreement containing the provisions set forth Section 25.01 in which Agreement  
2090 the subcontractor agrees that Contractor and subcontractor are independent contractors and have  
2091 no other agency relationship with City.

2092 **ARTICLE 24: LAWS TO GOVERN**

2093 24.01 The law of the State of California governs the rights, obligations, duties and liabilities of  
2094 City and Contractor under this Agreement and govern the interpretation of this Agreement.

2095 **ARTICLE 25: CONSENT TO JURISDICTION**

2096 25.01 The parties agree that any litigation between City and Contractor concerning or arising out  
2097 of this Agreement must be filed and maintained exclusively in the Superior Courts of San Diego  
2098 County, State of California, or in the United States District Court for the Southern District of

2099 California. Each party consents to service of process in any manner authorized by California law.

2100 **ARTICLE 26: ASSIGNMENT**

2101 26.01 No assignment of this Agreement or any right occurring under this Agreement may be  
2102 made in whole or in part by Contractor without the express prior written consent of City. City  
2103 will have full discretion to approve or deny, with or without cause, any proposed or actual  
2104 assignment by the Contractor. Any assignment of this Agreement made by Contractor without  
2105 the express written consent of City will be null and void and will be grounds for City to declare a  
2106 default of this Agreement and immediately terminate this Agreement.

2107 26.02 The use of a subcontractor to perform services under this Agreement will not constitute  
2108 delegation of Contractor's duties provided that Contractor has received prior written  
2109 authorization from City Manager to subcontract such services and City Manager has approved a  
2110 subcontractor who will perform such services. Contractor will be responsible for directing the  
2111 work of Contractor's subcontractors and any compensation due or payable to Contractor's  
2112 subcontractor will be the sole responsibility of Contractor. City Manager will have the right to  
2113 require the removal of any approved subcontractor for reasonable cause.

2114 26.03 For purposes of this Section, the term "proposed assignee" shall refer to the proposed  
2115 transferee(s), shareholders, and other successor(s) in interest pursuant to the assignment. Intra-  
2116 family transfers of stock are specifically excluded from the Assignment provision and shall not  
2117 be subject to City consideration and consent.

2118 **ARTICLE 27: COMPLIANCE WITH LAWS**

2119 27.01 In the performance of this Agreement, City and Contractor must comply with all  
2120 Applicable Laws, including, but not limited to, the Code.

2121 **ARTICLE 28: PERMITS AND LICENSES**

2122 28.01 Contractor must obtain, at its own expense, all permits and licenses required by law or  
2123 ordinance and maintain same in full force and effect throughout the term of this Agreement.  
2124 Contractor must provide proof of such permits, licenses or approvals and must demonstrate  
2125 compliance with the terms and conditions of such permits, licenses and approvals upon the  
2126 request of City Manager.

2127 **ARTICLE 29: OWNERSHIP OF WRITTEN MATERIALS**

2128 29.01 Contractor hereby grants City a non-exclusive license as to all reports, documents,  
2129 brochures, public education materials, and other written, printed, electronic or photographic  
2130 materials developed by Contractor at the request of City or as required under this Agreement,  
2131 without limitation or restrictions on the use of such materials by City. Contractor may not use  
2132 such materials that specifically reference City for other purposes without the prior written  
2133 consent of City Manager. This Article 29 does not apply to ideas or concepts described in such  
2134 materials and does not apply to the format of such materials.



2135

### ARTICLE 30: WAIVER

2136 30.01 Waiver by City or Contractor of any breach for violation of any term covenant or  
2137 condition of this Agreement will not be deemed to be a waiver of any other term, covenant or  
2138 condition or any subsequent breach or violation of the same or of any other term, covenant or  
2139 condition. The subsequent acceptance by City of any fee, tax, or any other monies which may  
2140 become due from Contractor to City will not be deemed to be a waiver by City of any breach for  
2141 violation of any term, covenant or condition of this Agreement.

2142

### ARTICLE 31: NOTICES

2143 31.01 Except as provided in this Agreement, whenever either party desires to give notice to the  
2144 other, it must be given by written notice addressed to the party for whom it is intended, at the  
2145 place last specified and to the place for giving of notice in compliance with the provisions of this  
2146 Section. For the present, the parties designate the following as the respective persons and places  
2147 for giving of notice:

2148

**City:**

2149

City Manager

2150

City of San Marcos

2151

1 Civic Center Drive

2152

San Marcos, CA 92069

2153

Telephone: (760) 744-1050

2154

2155

**Contractor:**

2156

EDCO Waste & Recycling Services, Inc.

2157

Attn: President

2158

6670 Federal Boulevard

2159

Lemon Grove, CA 91945

2160

Telephone: (619) 287-7555

2161

2162 31.02 Notices will be effective when received at the address as specified above. Changes in the  
2163 respective address to which such notice is to be directed may be made by written notice.  
2164 Facsimile or e-mail transmission is acceptable notice, effective when received, however,  
2165 facsimile transmissions received (i.e. printed) or mail transmissions received after 4:30 p.m. or  
2166 on weekends or holidays, will be deemed received on the next business day. The original of  
2167 items that are transmitted by facsimile equipment or by email must also be mailed as required  
2168 herein.

2169

31.03 Notice by City to Contractor of a Collection or other Service Recipient problem or  
2170 complaint may be given to Contractor orally by telephone at Contractor's local office with  
2171 confirmation sent to Contractor through the Customer Service System by the end of the Work  
2172 Day.

2173

### ARTICLE 32: TRANSITION TO NEXT CONTRACTOR

2174

32.01 In the event Contractor is not awarded a new Agreement to continue to provide Collection

2175 Services following the expiration or early termination of this Agreement, Contractor will  
 2176 cooperate fully with City and any subsequent contractors to assure a smooth transition of  
 2177 services described in this Agreement. Such cooperation will include but not be limited to transfer  
 2178 of computer data, files and tapes; providing routing information, route maps, vehicle fleet  
 2179 information, and a current list of Service Recipients (complete with addresses for Collection  
 2180 Services and billing); providing a complete inventory of all Carts, Bins and Roll-Off Containers;  
 2181 providing adequate labor and equipment to complete performance of all Collection Services  
 2182 required under this Agreement; taking reasonable actions necessary to transfer ownership of  
 2183 Carts, Bins and Roll-Off Containers, as appropriate, to City; including transporting such  
 2184 containers to a location designated by City Manager; coordinating Collection of materials set out  
 2185 in new containers if new containers are provided for a subsequent Agreement; and providing  
 2186 other reports and data required by this Agreement.

### 2187 **ARTICLE 33: CONTRACTOR'S RECORDS**

2188 33.01 Contractor must maintain any and all letters, books of account, invoices, vouchers,  
 2189 canceled checks, and other records or documents described in Article 15 for a minimum period  
 2190 of three (3) years, or for any longer period required by law, from the date of termination or  
 2191 completion of this Agreement.

2192 33.02 Contractor must maintain all documents and records which demonstrate performance  
 2193 under this Agreement for a minimum period of three (3) years, or for any longer period required  
 2194 by law, from the date of termination or completion of this Agreement.

2195 33.03 Any records or documents required to be maintained pursuant to this Agreement must be  
 2196 made available for inspection or audit, at any time during regular business hours, upon written  
 2197 request by City Manager. Unless an alternative site is mutually agreed upon, the records will be  
 2198 available at Contractor's address indicated for receipt of notices in this Agreement.

2199 33.03.1 Contractor acknowledges that City is legally obligated to comply with the  
 2200 California Public Records Act ("CPRA"). City acknowledges that Contractor may consider  
 2201 certain records, reports, or information contained therein, ("Records") which Contractor is  
 2202 required to provide to City under this Agreement, to be of a proprietary or confidential nature. In  
 2203 such instances, Contractor will inform City in writing of which records are considered propriety  
 2204 or confidential and shall identify the statutory exceptions to disclosure provided under the CPRA  
 2205 that legally permit non-disclosure of the Records. At such time as City receives a request for  
 2206 records under the CPRA or the Federal Freedom of Information Act ("FOIA") or a subpoena or  
 2207 other court order requesting disclosure of the Records, City will notify Contractor of the request,  
 2208 subpoena or order and of City's obligation and intent to provide a response within ten (10)  
 2209 calendar days. Contractor shall within five (5) calendar days either: (i) consent in writing to the  
 2210 disclosure of the Records; (ii) demand that City assert the Contractor identified exceptions to  
 2211 disclosure under the CPRA and agree in writing to indemnify, defend and hold City harmless  
 2212 from any litigation, orders or judgments arising from the non-disclosure; or (iii) seek and obtain,  
 2213 at Contractor's sole cost and expense, the order of a court of competent jurisdiction staying or  
 2214 enjoining the disclosure of the Records. If Contractor fails to timely respond, then City may  
 2215 proceed to disclose the Records in which event Contractor agrees that it waives and releases City  
 2216 of any liability for the disclosure of the Records.



2217 33.04 Where City has reason to believe that such Records or documents may be lost or  
2218 discarded due to the dissolution, disbandment or termination of Contractor's business, City may,  
2219 by written request or demand of any of the above-named officers, require that custody of the  
2220 Records be given to City and that the Records and documents be maintained in City Hall. Access  
2221 to such Records and documents will be granted to any party authorized by Contractor,  
2222 Contractor's representatives, or Contractor's successor-in-interest.

2223 **ARTICLE 34: ENTIRE AGREEMENT**

2224 34.01 This Agreement and the attached Exhibits constitute the entire Agreement and  
2225 understanding between the parties, and the Agreement will not be considered modified, altered,  
2226 changed or amended in any respect unless in writing and signed by the parties.

2227 **ARTICLE 35: SEVERABILITY**

2228 35.01 If any provision of this Agreement or the application of it to any person or situation is to  
2229 any extent held invalid or unenforceable, the remainder of this Agreement and the application of  
2230 such provisions to persons or situations other than those as to which it is held invalid or  
2231 unenforceable, will not be affected, will continue in full force and effect, and will be enforced to  
2232 the fullest extent permitted by law.

2233 **ARTICLE 36: RIGHT TO REQUIRE PERFORMANCE**

2234 36.01 The failure of City at any time to require performance by Contractor of any provision of  
2235 this Agreement will in no way affect the right of City thereafter to enforce same. Nor will  
2236 waiver by City of any breach of any provision of this Agreement be taken or held to be a waiver  
2237 of any succeeding breach of such provision or as a waiver of any provision itself.

2238 **ARTICLE 37: ALL PRIOR AGREEMENTS SUPERSEDED**

2239 37.01 This Agreement incorporates and includes all prior negotiations, correspondence,  
2240 conversations, agreements and understandings applicable to the matters contained in this  
2241 Agreement and the parties agree that there are no commitments, agreements or understandings  
2242 concerning the subject matter of this Agreement that are not contained in this document.  
2243 Accordingly, it is agreed that no deviation from the terms of this Agreement will be predicated  
2244 upon any prior representations or agreements, whether oral or written.

2245 **ARTICLE 38: EXHIBITS**

2246 38.01 Each Exhibit referred to in this Agreement forms an essential part of this Agreement. Each  
2247 such Exhibit is a part of this Agreement and each is incorporated by this reference.

2248 **ARTICLE 39: AUTHORITY**

2249 39.01 City and Contractor each represent that the persons executing this Agreement on their behalf have  
2250 full authority to do so and to bind such party to perform pursuant to the terms and conditions of this  
2251 Agreement.

2252 IN WITNESS WHEREOF, the parties have duly executed this Agreement on the date first written above.  
2253  
2254


**CITY:**

CITY OF SAN MARCOS,  
a chartered municipal corporation


**CONTRACTOR:**


EDCO Disposal Corporation  
a California Corporation

By:   
Jack Griffin, City Manager


By:   
Name: SANDRA BUTLER  
Title: CO-CHAIR

APPROVED AS TO FORM:

By:   
Helen Holmes Peak, City Attorney

By:   
Name: Linda Desodant  
Title: EDCO President

ATTEST:

By:   
Phillip Scollick, City Clerk

2255



2252  
2253  
2254

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the date first written above.

**CITY:**

CITY OF SAN MARCOS,  
a chartered municipal corporation

By: \_\_\_\_\_  
Jack Griffin, City Manager

**APPROVED AS TO FORM:**

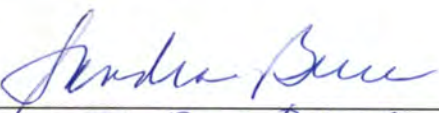
By: \_\_\_\_\_  
Helen Holmes Peak, City Attorney


**ATTEST:**

By: \_\_\_\_\_  
Phillip Scollick, City Clerk

**CONTRACTOR:**

EDCO Disposal Corporation  
a California Corporation

By:   
Name: SANDRA BURR  
Title: Co-CHAIR

By:   
Name: John S. Taylor  
Title: Vice President

2255

**Exhibit 1****Residential & Commercial Rates - Effective 7/1/21****Service Type****Residential Services**

	Total Rate	Waste Rate *	AB939 AB 939 Fee
Residential Street	\$27.73	\$27.19	\$0.54
Yard Stop A	\$33.18	\$32.50	\$0.68
Yard Stop B	\$40.32	\$39.46	\$0.86
Yard Stop C	\$48.80	\$47.73	\$1.07
Easement 1	\$29.59	\$29.00	\$0.59
Easement 2	\$33.62	\$32.93	\$0.69
Residential Units (1st Unit)	\$27.73	\$27.19	\$0.54
Each Additional Unit	\$25.46	\$24.97	\$0.49
Family Mobile Home Parks	\$21.44	\$20.97	\$0.47
Adult Mobile Home Parks	\$20.47	\$20.02	\$0.45

**Residential Processing Fees**

Contamination Processing Fee/Cart

**Commercial Services**

Commercial Can (minimum)

**2 Cubic Yard Bins**

1 x week	\$91.40	\$91.40	
2 x week	\$165.83	\$165.83	
3 x week	\$241.04	\$241.04	
4 x week	\$314.82	\$314.82	
5 x week	\$389.11	\$389.11	
6 x week	\$463.58	\$463.58	

**3 Cubic Yard Bins**

1 x week	\$125.92	\$125.92	
2 x week	\$226.34	\$226.34	
3 x week	\$326.76	\$326.76	
4 x week	\$467.02	\$467.02	
5 x week	\$527.71	\$527.71	
6 x week	\$628.15	\$628.15	

**4 Cubic Yard Bins**

1 x week	\$167.88	\$167.88	
2 x week	\$302.26	\$302.26	
3 x week	\$435.78	\$435.78	
4 x week	\$569.92	\$569.92	
5 x week	\$703.67	\$703.67	
6 x week	\$837.60	\$837.60	

**5 Cubic Yard Bins**

1 x week	\$194.96	\$194.96	
2 x week	\$347.50	\$347.50	
3 x week	\$500.05	\$500.05	
4 x week	\$652.85	\$652.85	
5 x week	\$805.15	\$805.15	
6 x week	\$957.74	\$957.74	

\* Rates include 18.6% Franchise Fee

**Commercial Commingled Organics \***  
**Effective 7/1/21**

**1st Container**

	Frequency			Extra
<u>Size</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>Pickup</u>
Cart (65 gl)	\$ 97.85	\$ 195.69	\$ 293.54	\$ 39.13
Cart (96 gl)	\$ 110.35	\$ 220.71	\$ 331.06	\$ 44.14
2 CY	\$ 178.97	\$ 357.95	\$ 536.93	\$ 71.59

**Each Additional Container**

	Frequency		
<u>Size</u>	<u>1</u>	<u>2</u>	<u>3</u>
Cart (65 gl)	\$ 92.95	\$ 185.91	\$ 278.86
Cart (96 gl)	\$ 104.84	\$ 209.67	\$ 314.52
2 CY	\$ 170.02	\$ 340.05	\$ 510.08

**\* Rates include 18.6% Franchise Fee**

**Rolloff Rates - Effective 7/1/21**

DESCRIPTION	1ST DEPOSIT (1)	2ND DEPOSIT (2)	Del'y	Haul	Tip Rate/Ton	4 Tons
MIXED CDI LOADS	\$ 632.76	\$ 586.94	\$ 45.82	\$ 243.42	\$ 85.88	\$ 343.52
14 or 40 YD TRASH	\$ 545.76	\$ 499.94	\$ 45.82	\$ 243.42	\$ 64.13	\$ 256.52
40 YD GREEN	\$ 602.28	\$ 556.46	\$ 45.82	\$ 243.42	\$ 78.26	\$ 313.04
Rolloff Cardboard	\$ 463.16	\$ 417.34	\$ 45.82	\$ 243.42	\$ 43.48	\$ 173.92
14YD CONCRETE	\$ 674.24	\$ 628.42	\$ 45.82	\$ 243.42	\$ -	\$ 385.00

(1) Includes Delivery, Haul , disposal of up to 4 Tons and 8% Franchise Fee

(2) includes Haul , disposal of 4 Tons and 8% Franchise Fee