Tuesday, June 24, 2025 / 6:30 PM / City Hall / 405 East El Monte Way, Dinuba

District 1	District 2	District 3	District 4	District 5
Rachel Nerio- Guerrero	Maribel Reynosa	Benjamin Prado	Kuldip Thusu	Linda Launer
Mayor	Council Member	Vice Mayor	Council Member	Council Member

All attendees are advised that electronic devices should be placed on silent upon entering the Council Chambers.
The City Council will take action on all items listed on the agenda.

1. OPENING CEREMONIES

1.1. Welcome and Call to Order

1.2. Invocation

1.3. Pledge of Allegiance

2. AGENDA CHANGES OR DELETIONS

To better accommodate members of the public or convenience in the order of presentation, items on the agenda may not be presented or acted upon in the order listed. Additions to Agenda may be added only pursuant to California Government Code section 54954.2(b).

3. PRESENTATIONS

3.1. Year-End Presentation by Airica de Oliviera, President and Chief Executive Director Tulare County Economic Development Corporation (LP)

4. REQUEST TO ADDRESS COUNCIL

This portion of the meeting is reserved for any person who would like to address the Council on any item that is not on the agenda. Please be advised that State law does not allow the City Council to discuss or take any action on any issue not on the agenda. The City Council may direct staff to follow up on such item(s). Speakers are limited to three (3) minutes. If there is any person wishing to address the City Council at this time please approach the podium and state your name and nature of the request.

5. CONSENT CALENDAR

Matters listed under the Consent Calendar are considered routine and will be enacted by one motion and one vote. There will be no separate discussion of these items. If discussion is desired, a member of the audience or a Council Member may request an item be removed from the Consent Calendar and it will be considered separately.

5.1. SUBJECT
Approval of City Council Meeting Minutes (MA)

RECOMMENDATION
Council to review and approve the City Council meeting of June 10, 2025, as presented.

5.2. SUBJECT
Resolution No. 2025-37 Authorization to Execute a Program Supplement Agreement for Receipt of Active Transportation Planning Grant Funds ATPL-5143 (038) (GA)

RECOMMENDATION
Council to adopt Resolution No. 2025-37 approving a Program Supplement Agreement to access $139,000 in Active Transportation Planning (ATP) grant funds for various bicycle and pedestrian improvements, and authorizing the City Manager or designee to execute the agreement.

5.3. SUBJECT
Resolution No. 2025-36 Identifying the Terms and Conditions for Fire Department Response Away From Their Official Duty Station and Assigned to an Emergency Incident (GC)

RECOMMENDATION
Council adopt Resolution No. 2025-36 identifying the terms and conditions for fire department response away from their official duty station and assigned to an emergency incident.

5.4. SUBJECT
Authorization to Execute Franchise Agreement with Pena's Disposal for Discarded Materials Management Services (GA)

RECOMMENDATION
Council to approve a Franchise Agreement for Discarded Materials Management Services with Pena's Disposal upon review and approval of the Contractor's requested agreement modifications.

5.5. SUBJECT
Proclamation 2025-02 Declaring July as “Parks Make Life Better! ® Month” (SH)

RECOMMENDATION
Council to adopt a proclamation declaring July as “Parks Make Life Better!® Month” in the City of Dinuba.

5.6. SUBJECT
Approval of Agreement Between the City of Dinuba and the Dinuba Unified School District for the School Resource Officer Partnership for FY 2025-26 (AI)

RECOMMENDATION
Council to approve the School Resource Officer (SRO) Agreement with the Dinuba Unified School District for the 2025-26 school year and authorize the city manager or designee to execute the agreement.

5.7. SUBJECT
Approval of Memorandum of Understanding for the Tulare-Kings County

Interagency Hazardous Materials Team (GC)

RECOMMENDATION
Council to approve the update to the memorandum of understanding for the Tulare-Kings County Regional Hazardous Materials Team and authorize the City Manager or designee to execute the agreement.

5.8. **SUBJECT**
Approval of fee waiver and use of the Entertainment Plaza for the Rev Up for Education Car Show and School Supply Giveaway Presented by Sonder Car Group (SH)

RECOMMENDATION
Council to approve the use of the Entertainment Plaza and waive the park rental fees in the amount of $534 to Sonder Car Group for the Rev Up for Education Car Show & School Supply Giveaway.

6. WARRANT REGISTER

6.1. **SUBJECT**
Warrant Register June 13 & June 20, 2025 (KS)

RECOMMENDATION
Council to review and approve the Warrant Register as presented.

7. DEPARTMENT REPORTS

7.1. **SUBJECT**
Cancellation of City Council meetings of July 22, 2025 & August 26, 2025 (MA)

RECOMMENDATION
Council to consider cancellation of the City Council meetings of July 22, 2025 and August 26, 2025.

8. MAYOR/COUNCIL REPORTS

9. CITY MANAGER COMMUNICAT IONS

10. CITY STAFF COMMUNICATIONS

11. CLOSED SESSION

11.1. **SUBJECT**
Conference with Real Property Negotiators

RECOMMENDATION
Pursuant to GC 54956.8, Purchase of Real Property
Agency Negotiator(s): Luis Patlan, City Manager and Daniel James, Assistant City Manager
Under Negotiation: Purchase of Real Property APN: 014-171-010

12. ADJOURNMENT

This agenda was posted at least 72 hours prior to the regular meeting per GC Section 54954.2(a). A Citizens' Packet regarding this meeting is available at the City Clerk's Office located at City Hall, 405 East El Monte Way, Dinuba CA 93618.

In compliance with the Americans with Disabilities Act, if special assistance is needed to participate in the meeting, please contact the City Clerk's Office at 559-591-5900. Please provide at least 48 hours notification prior to the meeting to allow staff to make reasonable arrangements. (28 CFR 35.102-35.104 ADA Title II)

559.591.5900 / FAX 559.591.5902 . e-mail address: info@dinuba.ca.gov. www.dinuba.org

City Council Staff Report

Department: CITY MANAGER'S OFFICE | June 24, 2025

To: Mayor and City Council

From: Maria Alaniz, City Clerk/HR Director

By: Lupe Montejano, Billing & Collections Supervisor

Subject: Approval of City Council Meeting Minutes (MA)

RECOMMENDATION:

Council to review and approve the City Council meeting of June 10, 2025, as presented.

EXECUTIVE SUMMARY:

None.

OUTSTANDING ISSUES:

None.

DISCUSSION:

None.

FISCAL IMPACT:

None.

PUBLIC HEARING:

None required.

ATTACHMENTS:

1. City Council Meeting Minutes, June 10, 2025

June 10, 2025
MINUTES

COUNCIL MEMBERS PRESENT:

Rachel Nerio-Guerrero, Maribel Reynosa, Benjamin Prado, Kuldip Thusu, Linda Launer

COUNCIL MEMBERS ABSENT:

STAFF MEMBERS PRESENT:

Alaniz, Avila, Chastain, Hurtado, Iriarte, James, Lew, Montejano, Patlan, Solis

1. OPENING CEREMONIES

1.1. Welcome and Call to Order

Mayor Nerio-Guerrero called the meeting to order at 6:30 p.m.

1.2. Invocation

The Invocation was led by Chaplain Susee.

1.3. Pledge of Allegiance

The Pledge of Allegiance was led by Council Member Launer.

2. AGENDA CHANGES OR DELETIONS

To better accommodate members of the public or convenience in the order of presentation, items on the agenda may not be presented or acted upon in the order listed. Additions to Agenda may be added only pursuant to California Government Code section 54954.2(b).

None.

3. REQUEST TO ADDRESS COUNCIL

This portion of the meeting is reserved for any person who would like to address the Council on any item that is not on the agenda. Please be advised that State law does not allow the City Council to discuss or take any action on any issue not on the agenda. The City Council may direct staff to follow up on such item(s). Speakers are limited to three (3) minutes. If there is any person wishing to address the City Council at this time please approach the podium and state your name and nature of the request.

Daniel Sepulveda from Representative Jim Costa's office approached the podium to advise that Jim Costa's office is available to assist the public with issues with federal agencies. Sepulveda reported that the City of Dinuba's water tower replacement project is one of 15 finalists moving forward for consideration.

Louis Parento approached the podium regarding a utility billing concern.

4. CONSENT CALENDAR

Matters listed under the Consent Calendar are considered routine and will be enacted by one motion and one vote. There will be no separate discussion of these items. If discussion is desired, a member of the audience or a Council Member may request an item be removed from the Consent Calendar and it will be considered separately.

4.1. SUBJECT
Approval of City Council Meeting Minutes (MA)

RECOMMENDATION
Council to review and approve the City Council meeting of May 27, 2025, as presented.

4.2. SUBJECT
Adopt Resolution No. 2025-33 approving Final Map, Subdivision, and Reimbursement Agreement for Los Prados Phase 1 & 2 (JW)

RECOMMENDATION
Council by one motion and one vote take the following actions:

1. Adopt Resolution No. 2025-33 approving the Final Map for the Los Prados Phase 1 & 2 Subdivision consisting of 97 residential lots and authorize City staff to record said map; and,
2. Approve the Subdivision Development Agreement for Los Prados Phase 1 Subdivision and authorize the City Manager or designee to execute the agreement; and,
3. Approve the Subdivision Development Agreement for Los Prados Phase 2 Subdivision and authorize the City Manager or designee to execute the agreement; and,
4. Approve the Subdivision Reimbursement Agreement for Los Prados Phase 1 & 2 Subdivision and authorize the City Manager or designee to execute the agreement.

4.3. SUBJECT
Approve the purchase of a cargo van for the CDBG Senior Meal Program (SH)

RECOMMENDATION
Council to approve the purchase of a 2025 Ford cargo van from Fahrney Ford in the amount of $61,197 for the Senior Meal Program.

A motion was made by Council Member Reynosa, seconded by Council Member Thusu, to review and approve the Consent Calendar as presented.

Ayes: Rachel Nerio-Guerrero, Maribel Reynosa, Benjamin Prado, Kuldip Thusu, Linda Launer
Absent: None.

5. WARRANT REGISTER

5.1. SUBJECT
Warrant Register May 30 & June 6, 2025 (KS)

RECOMMENDATION
Council to review and approve the Warrant Register as presented.

A motion was made by Council Member Launer, seconded by Vice Mayor Prado, to review and approve the Warrant Register as presented.

Ayes: Rachel Nerio-Guerrero, Maribel Reynosa, Benjamin Prado, Kuldip Thusu, Linda Launer
Absent: None.

6. PUBLIC HEARING

6.1. SUBJECT
Resolution No. 2025-34 Ordering the Annual Levy of Landscape and Lighting Districts Annual Assessments for Fiscal Year 2025-26; and Resolution No. 2025-35 Approving Certification Compliance and Hold Harmless Statement (KS)

RECOMMENDATION
Council conduct a public hearing to receive public testimony, close the public hearing, and take the following action by one motion:

Adopt Resolution No. 2025-34 ordering the levy and collection of assessments within the City's Landscaping and Lighting Assessment Districts for Fiscal Year 2025/26, and

1. Adopt Resolution No. 2025-35 approving the Compliance Certification and Hold Harmless Statement form regarding the levy and collection of assessments within the City's landscaping and lighting assessment districts for fiscal year 2025/26.

Kristin Harvey, Senior Consultant with NBS, presented the annual update for the City of Dinuba's Lighting and Landscape Assessment Districts.

Mayor Nerio-Guerrero opened the public hearing.

No public comment.

Mayor Nerio-Guerrero closed the public hearing.

A motion was made by Council Member Reynosa, seconded by Council Member Thusu, to approve the Compliance Certification and Hold Harmless Statement form regarding the levy and collection of assessments with the City's landscaping and lighting assessment districts for fiscal year 2025/2026.

Ayes: Rachel Nerio-Guerrero, Maribel Reynosa, Benjamin Prado, Kuldip Thusu, Linda Launer
Absent: None.

6.2. SUBJECT
Resolution No. 2025-31 Adopting the Fiscal Year 2025/26 Operating

Budget and Capital Improvement Program and Adjustments to the Fiscal Year 2024/25 Budget; and Resolution No. 2025-32 Adopting the Fiscal Year 2025/26 GANN Appropriations Limit (KS)

RECOMMENDATION
Council to conduct a public hearing and take the following actions by separate motions:

1. Adopt Resolution No. 2025-31 approving the Fiscal Year 2025/26 Operating Budget and Capital Improvement Program and adjustments to the Fiscal Year 2024/25 budget; and

2. Adopt Resolution No. 2025-32 establishing the Appropriations (GANN) Limit for Fiscal Year 2025/26

Administrative Services Director Solis presented the proposed Fiscal Year 2025/2026 budget for the Council's consideration. Solis advised that the preliminary budget was presented to the Council on May 13 and May 27, 2025. Solis advised that the total budget is projected to be $118 million. The budget reflects the Council's goals and objectives while providing necessary funds to maintain core public service levels.

Mayor Nerio-Guerrero opened the public hearing.

No comments.

Mayor Nerio-Guerrero closed the public hearing.

A motion was made by Council Member Launer, seconded by Council Member Thusu, to adopt Resolution No. 2025-31 approving the Fiscal Year 2025/2026 Operating Budget and Capital Improvement Program and adjustments to the Fiscal Year 2024/2025 budget.

Ayes: Rachel Nerio-Guerrero, Maribel Reynosa, Benjamin Prado, Kuldip Thusu, Linda Launer
Absent: None.

A motion was made by Council Member Reynosa, seconded by Vice Mayor Prado, to adopt Resolution No. 2025-32 establishing the Appropriations (GANN) Limit for Fiscal Year 2025/2026.

Ayes: Rachel Nerio-Guerrero, Maribel Reynosa, Benjamin Prado, Kuldip Thusu, Linda Launer
Absent: None.

7. MAYOR/COUNCIL REPORTS

The Council shared about the community events and meetings they have attended.

8. CITY MANAGER COMMUNICAT IONS

City Manager Patlan shared that Chipotle Mexican Restaurant will have a soft opening on June 16, 2025. The grand opening is tentative for June 27, 2025.

9. CITY STAFF COMMUNICATIONS

Assistant City Manager James shared that the City's news flyer will include updates on upcoming events.

Administrative Services Director Solis shared that the new utility payment portal is up.

Fire Chief Chastain gave an equipment update and shared that reserve Engine 231 has been placed out of service and will be used for training. Chastain shared that the new engine will arrive soon.

Police Chief Iriarte shared information about Concha with a Cop event this Saturday.

Parks and Community Director Hurtado shared that the Baseball championship is tonight and the Softball championship is tomorrow. Hurtado reported that the Aquatics program has kicked off.

City Engineer Watts gave an update on the Whitney and Parkway water main project. Watts shared that the Park at Monte Bella is open. Lastly, Watts reported that the Crawford Ave closure is delayed due to a material delay.

Human Resources Director/City Clerk Alaniz shared that the League of California Cities' general membership meeting is scheduled for June 26th.

10. ADJOURNMENT

The meeting was adjourned at 7:09 p.m.

[MIN_SIGNATURES]

City Council Staff Report

Department: PUBLIC WORKS June 24, 2025

To: Mayor and City Council

From: George Avila, Public Works Director

By: Santillan Anna, Fiscal Analyst I

Subject: Resolution No. 2025-37 Authorization to Execute a Program Supplement Agreement for Receipt of Active Transportation Planning Grant Funds ATPL-5143 (038) (GA)

RECOMMENDATION:

Council to adopt Resolution No. 2025-37 approving a Program Supplement Agreement to access $139,000 in Active Transportation Planning (ATP) grant funds for various bicycle and pedestrian improvements, and authorizing the City Manager or designee to execute the agreement.

EXECUTIVE SUMMARY:

The city was awarded a $13.1 million Active Transportation Planning (ATP) grant to fund traffic safety improvements throughout the city. As a condition of this grant, the city is required to execute a Program Supplement Agreement to access $139,000 in funding for various bicycle and pedestrian improvements along important city corridors. Resolution No. 2025-37 authorizes the approval of the Program Supplement Agreement per the ATP grant requirements.

OUTSTANDING ISSUES:

None.

DISCUSSION:

The City of Dinuba was awarded over $13.1 Million in Active Transportation Planning (ATP) grant funding to implement traffic safety improvements on various roadways in the city. The ATP is a competitive grant program administered by the California Transportation Commission (CTC) that funds traffic safety improvements with the goal of improving non-motorized mobility and safety.

The scope of the project consists of constructing bicycle/pedestrian improvements on a total of seven miles of roadways in the following locations:

• Alta Ave: Nebraska Ave to Kamm Ave
• El Monte Way: Alta Ave to Road 92
• Crawford Ave: Nebraska Ave to Kamm Ave
• Kamm Ave: Alta Ave to College Ave
• Tulare St: M St to I St
• Euclid Ave: El Monte Wy to 600’ N of Lindara Ave

Each of these corridors was identified as high priority corridors for improvements in the City’s Pedestrian & Bicyclist Safety & Connectivity Study (PBSCS) and are used by residents to access vital services. The proposed improvements to these corridors include:

• Closing sidewalk gaps
• Class II bike lanes and cycle tracks with enhanced treatments
• New or upgraded ADA curbs with some bulb-outs
• Rectangular Rapid Flashing Beacons
• High Visibility Crosswalks
• Narrowed travel lanes to combat speeding
• Pedestrian countdown and detection at signalized intersections
• Additional warning signs at and in advance of crosswalks

The subject program supplement is the second of several that will be required for this project. The approval of this program supplement will allow the city to access "non-infrastructure” money that will be used for the educational component of this project. A total of $139,000 will be used to host twelve (12) Bike Rodeo events over the next few years. Bike rodeos are designed to encourage kids to utilize bikes as a mode of transportation by teaching them how to ride a bike safely. The bulk of this funding will be used to provide free bike helmets to all kids that participate.

In order to secure the funding, it is requested that Council adopt Resolution No. 2025-37 (Attachment 'A') authorizing the City Manager or Public Works Director to execute the program supplement agreement (Attachment 'B') in the amount of $139,000 for non-infrastructure funding.

FISCAL IMPACT:

There is no fiscal impact associated with the requested action.

PUBLIC HEARING:

None.

ATTACHMENTS:

1. Attachment 'A' Resolution_2025-37
2. Attachment 'B' Program Supplement No. A786

RESOLUTION NO. 2025-37

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DINUBA, CALIFORNIA, AUTHORIZING THE CITY MANAGER OR PUBLIC WORKS DIRECTOR TO EXECUTE ALL RELATED PROGRAM SUPPLEMENT AGREEMENTS UNDER THE MASTER AGREEMENT WITH THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR PROJECT ATPL 5143 (038) ON BEHALF OF THE CITY

WHEREAS, the City of Dinuba is eligible to receive Federal and/or State funding for certain transportation projects, through the California Department of Transportation; and

WHEREAS, Master Agreement, Program Supplement Agreements, Fund Exchange Agreements and/or Fund Transfer Agreements need to be executed with the State of California Department of Transportation before such funds can be claimed; and

WHEREAS, the City of Dinuba wishes to delegate authorization to execute these agreements and any amendments thereto to the City Manager or the Public Works Director be authorized to execute all Master Agreements, Program Supplemental Agreements, Fund Exchange Agreements, Fund Transfer Agreements and any amendments thereto with California Department of Transportation.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF DINUBA

HEREBY, finds, orders and resolves as follows:

1. The above recitals are true and correct.

2. Program Supplement 00000A786 Project Number ATPL-5143 (038) by and between the City of Dinuba and the State of California, Department of Transportation is approved.

3. The City Manager or the Public Works Director is hereby authorized to execute the Program Supplement Agreement and future Program Supplement Agreements on behalf of the City.

THEREFORE BE IT RESOLVED that this resolution is adopted and approved by the City

Council of the City of Dinuba on this 24 day of June 2025 by the following vote:

AYES: NOES:

ABSTAIN: ABSENT:

ATTEST:

By: ____________________________ ____________________________

MAYOR CITY CLERK

PROGRAM SUPPLEMENT NO. 00000A786 **to ADMINISTERING AGENCY-STATE AGREEMENT FOR STATE FUNDED PROJECTS NO** 06-5143S21	**Adv. Project ID** 0625000207 **Date:** June 04, 2025 **Location:** 06-TUL-0-DBA **Project Number:** ATPL-5143(045) **E.A. Number:** **Locode:** 5143

This Program Supplement, effective 05/16/2025, hereby adopts and incorporates into the Administering Agency-State Agreement No. 06-5143S21 for State Funded Projects which was entered into between the ADMINISTERING AGENCY and the STATE with an effective date of 02/20/2024 and is subject to all the terms and conditions thereof. This PROGRAM SUPPLEMENT is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. approved by the ADMINISTERING AGENCY on (See copy attached).

The ADMINISTERING AGENCY further stipulates that as a condition to the payment by the State of any funds derived from sources noted below encumbered to this project, Administering Agency accepts and will comply with the Special Covenants and remarks set forth on the following pages.

PROJECT LOCATION: NI to 8024A Building Dinuba's Active Transportation Future - Infrastructure and Non-Infrastructure

TYPE OF WORK: Pedestrian and Bike Path **LENGTH:** 0.0(MILES)

Estimated Cost	State Funds		Matching Funds		
	STATE	$139,000.00	LOCAL		OTHER
$139,000.00			$0.00		$0.00

CITY OF DINUBA

By ______________________

Title ______________________

Date ______________________

Attest ______________________

STATE OF CALIFORNIA
Department of Transportation

By ______________________

Chief, Office of Project Management Oversight
Division of Local Assistance

Date ______________________

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer ______________________ **Date** 06/04/2025 $139,000.00

SPECIAL COVENANTS OR REMARKS

1. A. This PROJECT will be administered in accordance with the applicable CTC STIP guidelines and the Active Transportation Program guidelines as adopted or amended, the Local Assistance Procedures Manual (LAPM), the Local Assistance Program Guidelines (LAPG), and this PROGRAM SUPPLEMENT.

B. This PROJECT is programmed to receive State funds from the Active Transportation Program (ATP). Funding may be provided under one or more components. A component(s) specific fund allocation is required, in addition to other requirements, before reimbursable work can occur for the component(s) identified. Each allocation will be assigned an effective date and identify the amount of funds allocated per component(s).

This PROGRAM SUPPLEMENT has been prepared to allow reimbursement of eligible PROJECT expenditures for the component(s) allocated. Unless otherwise determined, the effective date of the component specific allocation will constitute the start of reimbursable expenditures.

C. STATE and ADMINISTERING AGENCY agree that any additional funds made available by future allocations will be encumbered on this PROJECT by use of a STATE-approved Allocation Letter and STATE Finance Letter. ADMINISTERING AGENCY agrees that STATE funds available for reimbursement will be limited to the amount allocated by the California Transportation Commission (CTC) and/or the STATE.

D. Upon ADMINISTERING AGENCY request, the CTC and/or STATE may approve supplementary allocations, time extensions, and fund transfers between components. Funds transferred between allocated project components retain their original timely use of funds deadlines, but an approved time extension will revise the timely use of funds criteria for the component(s) and allocation(s) requested. Approved supplementary allocations, time extensions, and fund transfers between components made after the execution of this PROGRAM SUPPLEMENT will be documented and considered subject to the terms and conditions thereof.
Documentation will consist of a STATE approved Allocation Letter, Fund Transfer Letter, Time Extension Letter, and Finance Letter, as appropriate.

E. This PROJECT is subject to the timely use of funds provisions enacted by the Active Transportation Program guidelines, as adopted or amended, and by approved CTC and State procedures as outlined below.

Funds allocated for the environmental & permits (E&P), plan specifications & estimate (PS&E), and right-of-way components are available for expenditure until the end of the second fiscal year following the year in which the funds were allocated.

SPECIAL COVENANTS OR REMARKS

Funds allocated for the construction component are subject to an award deadline and contract completion deadline. ADMINISTERING AGENCY agrees to award the contract within 6 months of the construction fund allocation and to complete and accept the construction within 36 months of award.

F. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer immediately after project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract. Failure to do so will cause a delay in the State processing of invoices for the construction phase.

G. The ADMINISTERING AGENCY shall invoice STATE for environmental & permits (E&P), plans specifications & estimate (PS&E), and right-of-way costs no later than 180 days after the end of last eligible fiscal year of expenditure. For construction costs, the ADMINISTERING AGENCY has 180 days after project completion or contract acceptance to make the final payment to the contractor prepare the final Report of Expenditures and final invoice, and submit to STATE for verification and payment.

H. ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current LAPM and the Active Transportation Program (ATP) Guidelines.

I. ADMINISTERING AGENCY indirect costs, as defined in 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards, to be claimed must be allocated in accordance with an Indirect Cost Allocation Plan (ICAP), submitted, reviewed, and approved in accordance with Caltrans Audits and Investigations requirements which may be accessed at: www.dot.ca.gov/hq/audits/.

ADMINISTERING AGENCY agrees to comply with, and require all sub-recipients and project sponsors to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards, and all applicable Federal and State laws and regulations.

ADMINISTERING AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., and all applicable Federal and State laws and regulations, shall be used to determine the allowability of individual PROJECT cost items.

Any Fund expenditures for costs for which ADMINISTERING AGENCY has received

SPECIAL COVENANTS OR REMARKS

payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, or 48 CFR, Chapter 1, Part 3, are subject to repayment by ADMINISTERING AGENCY to STATE. Should ADMINISTERING AGENCY fail to reimburse Funds due STATE within 30 days of demand, or within such other period as may be agreed in writing between the Parties hereto, STATE is authorized to intercept and withhold future payments due ADMINISTERING AGENCY from STATE or any third-party source, including, but not limited to, the State Treasurer, the State Controller, and the California Transportation Commission.

J. By executing this PROGRAM SUPPLEMENT, ADMINISTERING AGENCY agrees to comply with all reporting requirements in accordance with the Active Transportation Program guidelines, as adopted or amended.

K. This PROJECT has received funds from Active Transportation Program (ATP). The ADMINISTERING AGENCY agrees to administer the project in accordance with the CTC Adopted SB1 Accountability and Transparency Guidelines.

2. The ADMINISTERING AGENCY shall construct the PROJECT in accordance with the scope of work presented in the application and approved by the California Transportation Commission. Any changes to the approved PROJECT scope without the prior expressed approval of the California Transportation Commission are ineligible for reimbursement and may result in the entire PROJECT becoming ineligible for reimbursement.

City Council Staff Report

Department: FIRE SERVICES June 24, 2025

To: Mayor and City Council

From:

By: Greg Chastain, Fire Chief

Subject: Resolution No. 2025-36 Identifying the Terms and Conditions for Fire Department Response Away From Their Official Duty Station and Assigned to an Emergency Incident (GC)

RECOMMENDATION:

Council adopt Resolution No. 2025-36 identifying the terms and conditions for fire department response away from their official duty station and assigned to an emergency incident.

EXECUTIVE SUMMARY:

To remain eligible for reimbursement under the California Fire Assistance Agreement (CFAA), the City must adopt a resolution affirming portal-to-portal pay for deployed fire personnel. Recent additions of single-role paramedic and single-role EMT positions require an update to the resolution to include these classifications.

OUTSTANDING ISSUES:

DISCUSSION:

The Dinuba Fire Department routinely provides mutual aid support during statewide emergency incidents, particularly throughout California's fire season. This assistance is an essential element of the California Statewide Mutual Aid Plan, which coordinates resources across jurisdictions to respond to large-scale emergencies.

When deployed under this plan, the City is eligible for reimbursement of personnel time and equipment use through the California Fire Assistance Agreement (CFAA). To qualify for reimbursement, participating agencies must have an adopted resolution on file affirming that personnel are compensated on a "portal-to-portal" basis during deployments.

In recent years, the Dinuba Fire Department established single-role paramedic and single-role EMT positions to enhance emergency medical services and operational flexibility. However, these classifications must be specifically included in the resolution in order for the City to be reimbursed for their deployment under the CFAA.

The California Office of Emergency Services, Fire and Rescue Branch, requires that all personnel classifications eligible for reimbursement be clearly identified in the resolution. The proposed action ensures compliance with CFAA requirements and maintains the City's eligibility for full cost recovery during mutual aid responses.

FISCAL IMPACT:

None.

PUBLIC HEARING:

ATTACHMENTS:

1. Resolution 2025-36

RESOLUTION 2025-36

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DINUBA IDENTIFYING THE TERMS AND CONDITIONS FOR FIRE DEPARTMENT RESPONSE AWAY FROM THEIR OFFICIAL DUTY STATION AND ASSIGNED TO AN EMERGENCY INCIDENT

WHEREAS, the City of Dinuba Fire Department is a public agency located in the County of Tulare, State of California; and,

WHEREAS, it is the City of Dinuba's desire to provide fair and legal payment to all its employees for time worked; and,

WHEREAS, the City of Dinuba has in its employ, Fire Department response personnel include: Fire Chief, Battalion Chief, Fire Captain, Engineer/Paramedic, Firefighter/Paramedic, Firefighter/EMT, Single-Role Paramedic, and Single-Role EMT; and,

WHEREAS, the City of Dinuba will compensate its employees portal to portal while in the course of their employment and away from their official duty station and assigned to an emergency incident, in support of an emergency incident, or pre-positioned for emergency response; and,

WHEREAS, the City of Dinuba will compensate its employees overtime in accordance with their current Memorandum of Understanding while in the course of their employment and away from their official duty station and assigned to an emergency incident, in support of an emergency incident, or pre-positioned for emergency response.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF DINUBA, that,

1. Personnel shall be compensated according to Memorandum of Understanding (MOU), Personnel Rules and Regulations, and/or other directive that identifies personnel compensation in the workplace.

2. In the event a personnel classification does not have and assigned compensation rate, a "Base Rate" as set forth in an organizational policy, administrative directive or similar document will be used to compensate such personnel.

3. The City of Dinuba Fire Department will maintain a current salary survey or acknowledgement of acceptance of the "Base Rate" on file with the California Governor's Office of Emergency Services, Fire Rescue Division.

4. Personnel will be compensated (portal to portal) beginning at the time of dispatch to the return to jurisdiction when equipment and personnel are in service and available for agency response.

5. Fire Department response personnel include: Fire Chief, Battalion Chief, Fire Captain, Engineer/Paramedic, Firefighter/Paramedic, Firefighter/EMT, Single-Role Paramedic, Single-Role EMT.

IN WITNESS THEREOF, I, Rachel Nerio-Guerrero, Mayor of the City of Dinuba have hereunto set my hand and caused the great seal of the City of Dinuba to be affixed, on this _____ day of ____________________ two-thousand-twenty-five.

PASSED AND ADOPTED this ___ day of _______________, 20_____ by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:

____
Mayor

ATTEST:

____
City Clerk

City Council Staff Report

Department: PUBLIC WORKS June 24, 2025

To: Mayor and City Council

From: George Avila, Public Works Director

By: Elva Patino, Business Manager

Subject: Authorization to Execute Franchise Agreement with Pena's Disposal for Discarded Materials Management Services (GA)

RECOMMENDATION:

Council to approve a Franchise Agreement for Discarded Materials Management Services with Pena's Disposal upon review and approval of the Contractor's requested agreement modifications.

EXECUTIVE SUMMARY:

The City of Dinuba operates under an exclusive franchise agreement for the collection and processing of trash, recyclables, and organic waste. The current agreement with Peña's Disposal is set to expire on June 30, 2025. After requesting and receiving proposals, the City Council selected Peña's Disposal as the preferred solid waste hauler and directed staff to negotiate the terms of a new agreement. City staff have negotiated the majority of the contract terms with Peña's Disposal. However, a few items differ from both the original RFP and the proposal submitted by Pena's Disposal. If these terms are deemed acceptable by City Council, staff recommends that the City Council authorize the City Manager, or designee to execute the franchise agreement with Peña's Disposal for Discarded Materials Management Services.

OUTSTANDING ISSUES:

None.

DISCUSSION:

On January 9, 2024, the City Council authorized staff to request proposals for a new disposal franchise agreement. The City's current agreement with Pena's was executed on October 13, 1981, and expires on January 30, 3025. A request for proposals (RFP) was announced on June 21, 2024, and a total of four proposals were received by the identified deadline. The review committee identified the top two proposers and presented them to the City Council. On October 22, 2024, the City Council selected Pena's Disposal as the preferred hauler for Discarded Materials Management Services and authorized staff to negotiate the terms of a new franchise agreement. Following discussions between staff and representatives from Pena's Disposal, the majority of the contract terms have been finalized. However, a few of the terms requested by the preferred hauler differ from both the original RFP and the proposal submitted by Pena's Disposal. Below is a list of those the proposed terms:

Terms Pursuant to RFP	**Pena's Disposal Request**	**Notes**
Collection Service Start Times: 7:00 AM Residential 6:00 AM Commercial	Collection Service Start Times: 6:00 AM Residential 5:00 Am Commercial	Pena's has stated that they are already performing collection services at the times they are proposing. This request would therefore create no new change.
Contractor shall pay $150,000 annually for SB1383 Compliance Assistance	Contractor shall pay up to $150,000 annually for SB1383 Compliance Assistance, but payment will be made on a reimbursement basis once the City provides documentation of expenditures.	This will require additional record keeping and administration from staff, but the request is not deemed unreasonable.
Contractor shall pay 10% Franchise Fee	Contractor shall pay 5% Franchise Fee	This payment only pertains to temporary services. The City is withholding a 10% franchise fee for all regular services. This request will result in an overall revenue reduction of approximately $6,000 annually.
Not applicable (but proposed insurance coverage recommended by Risk Management) Commercial Liability $10M (general aggregate) $5M (products-completed operations aggregate) Automobile Liability: $10M	Commercial Liability $2M (general aggregate) $1M (products-completed operations aggregate) Automobile Liability: $1M Environmental Pollutions Control:	Risk Management limits are based on industry standards and provide the best protection for the City.

Environmental Pollutions Control: $2M (per occurrence) $2M (aggregate)	$1M (per occurrence) $1M (aggregate)	
Not applicable	Carryover CPI when CPI adjustment exceeds the 5% cap. Contractor is requesting that any amount above the 5% in any given year be banked or reserved for subsequent years in the event the CPI for those years is below the 5% cap.	CPI adjustments are rarely over 5% so it isn't anticipated that this request will have a significant impact to the disposal fund's bottom line.

Staff is requesting Council review the modifications proposed by the contractor and the proposed agreement, which is attached herein as Attachment 'A'. If these terms are deemed acceptable by City Council, staff recommends that the City Council authorize the City Manager, or designee to execute the franchise agreement with Peña's Disposal for Discarded Materials Management Services.the new franchise agreement would be in effect from July 1, 2025 to June 30, 2035. If Council objects to any of the requested modifications, Staff recommends a 90-day extension to the current Franchise Agreement to provide sufficient time to finalize remaining contract terms.

FISCAL IMPACT:

The total cost of this contract will be funded by user fees collected from disposal customers.

PUBLIC HEARING:

None

ATTACHMENTS:

1. Attachment 'A' - Franchise Agreement - Pena's Disposal

FRANCHISE AGREEMENT
CITY OF DINUBA DISCARDED MATERIALS MANAGEMENT SERVICES

Executed Between
City of Dinuba and
Pena's Disposal Inc.

Effective DATE , 2025

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AGREEMENT

This Franchise Agreement ("Agreement") is to be effective as of the 1st day of July 2025, by and between the CITY OF DINUBA ("City ") and PENA'S DISPOSAL INC. ("Contractor") (collectively, the "Parties") to provide an exclusive franchise for Solid Waste Handling Services within the City.

R E C I T A L S:

A. WHEREAS, the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 ("AB 939"), has declared that it is in the public interest to authorize and require local agencies to make adequate provision for the handling of all Solid Waste within their City s.

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

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

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

E. WHEREAS, pursuant to California Public Resources Code Section 40059(a)(2), the City has determined that the public health, safety, and well-being require that an Exclusive Franchise Agreement for Discarded Materials Management for Multi-Family and Commercial Customers (Agreement) be awarded to a qualified company for the Collection and subsequent Transfer, Transportation, Recycling, Processing, and/or Disposal of Discarded Materials; and,

F. WHEREAS, the City and Contractor are mindful of the provisions of the laws governing the safe collection, transport, recycling, processing and disposal of Solid Waste, including AB 939, SB 1383, the Resource Conservation and Recovery Act ("RCRA"), and the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"). City and Contractor desire to leave no doubts as to their respective roles, and to memorialize that by entering into this Agreement, City is not thereby becoming an "arranger" or a "generator" as those entering into this Agreement, City is not thereby becoming an "arranger" or a "generator" as those terms are used in CERCLA, and that it is Contractor, not City, who is "arranging for" the collection, transport for disposal, composting, and recycling of municipal Solid Waste in the City which may contain hazardous substances. City and Contractor understand and agree that it is Contractor, and not City , who will arrange to collect Solid Waste, that City has not, and, by this Agreement does not, instruct Contractor on its collection methods, nor supervise the collection process, nor do the Parties intend to place title to such Solid Waste in City , but rather intend that whatever, if any, title in and to such Solid Waste that otherwise might exist in or with City in the absence of this Agreement is hereby transferred to Contractor, and further that if Contractor gains title to such Solid Waste it is by operation of law and agreement with its Customers and is not the result of this Agreement. By entering into this Agreement City and Contractor further desire to confirm that Contractor has agreed to indemnify the City in connection with any claims relating to the inadvertent or intentional collection, transportation and/or disposal of hazardous materials that may occur in connection with Contractor's performance under this Agreement.

G. WHEREAS, Contractor desires to engage in the business of Collecting Discarded Materials in the City; and,

H. WHEREAS, City desires, among other things, to ensure adequate landfills remain available to meet the public's need for the safe handling and disposal of Solid Waste, and further desires to ensure its citizens do not incur undue costs in safely disposing of Solid Waste they generate and has thus entered into the County Agreement. Contractor has agreed, as part of this Agreement, to provide such services and take such actions as are necessary or desirable to ensure City complies with its obligations pursuant to the County Agreement.

NOW, THEREFORE, in consideration of the promises above stated and the terms, conditions, covenants, and agreements contained herein, the Parties do hereby agree as follows:

COVENANTS:

Based upon the foregoing Recitals and for good and valuable consideration, the receipt and sufficiency of which is acknowledged by each of the Parties, City and Contractor hereby agree as follows:

SECTION 1.
RECITALS

The Parties acknowledge the above recitals are true and correct and incorporate them herein as if they were fully restated.

SECTION 2.
DEFINITIONS

Whenever any term used in this Agreement has been defined by the California Public Resources Code, the definition of such term set forth therein shall apply unless the term is otherwise defined in this Agreement.

2.1 AB 341

"AB 341" shall mean Assembly Bill 341 from the 2011-2012 Regular Session of the California Legislature (Chapter 476, Statutes 2011).

2.2 AB 876

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

2.3 AB 901

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

2.4 AB 939

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

2.5 AB 1594

"AB 1594" shall mean Assembly Bill 1594 from the 2013-2014 Regular Session of the California Legislature (Chapter 719, Statutes 2014).

2.6 AB 1826

"AB 1826" shall mean Assembly Bill 1826 from the 2013-2014 Regular Session of the California Legislature (Chapter 727, Statutes 2014).

2.7 Affiliate

"Affiliate" means a business in which Contractor owns a direct or indirect ownership interest, a business (including corporations, limited and general partnerships and sole proprietorships) which has a direct or indirect ownership interest in Contractor and/or a business which is also owned, controlled or managed by any business or individual which has a direct or indirect ownership interest in Contractor. For purposes of determining whether an indirect ownership interest exists, the constructive ownership provisions of Section 318(a) of the Internal Revenue Code of 1986, as in effect on the date of this Agreement, shall apply.

2.8 Alternative Daily Cover (ADC)

"Alternative Daily Cover" or "ADC" has the same meaning as in 27 CCR Section 20690.

2.9 Alternative Facility

"Alternative Facility" means any Facility approved by City for Contractor use that is not specifically identified in 14 CCR Section 18983(b) or not otherwise described herein.

2.10 Alternative Intermediate Cover (AIC)

"Alternative Intermediate Cover" or "AIC" has the same meaning as in 27 CCR Section 20700.

2.11 Animal Waste

"Animal Waste" shall mean animal carcasses, dead animals, and/or parts or portions of dead animals. Animal Waste shall not include manure.

2.12 Applicable Laws

"Applicable Laws" shall mean all federal, state, county, and local laws, regulations, rules, orders, judgments, decrees, permits, approvals, or other requirements of any governmental agency having City over an aspect of this Agreement that are in force on the Effective Date, and as may be enacted, issued or amended thereafter, including without limitation City's Municipal Code, AB 341, AB 939, AB 1594, AB 1826 and SB 1383.

2.13 Approved C&D Processing Facility

"Approved C&D Processing Facility" means the C&D processing facility that was Contractor selected and City approved.

2.14 Approved Disposal Facility

"Approved Disposal Facility" means the landfill(s) that was Contractor-selected and City approved.

2.15 Approved Facilities

"Approved Facility(ies)" means any one of or any combination of the: Approved C&D Processing Facility; Approved Disposal Facility; Approved High Diversion Organic Waste Processing Facility; Approved Organic Waste Processing Facility; Approved Source Separated Recyclable Materials Processing Facility; and, Approved Transfer Facility, each of which are defined in this Article.

2.16 Approved High Diversion Organic Waste Processing Facility

"Approved High Diversion Organic Waste Processing Facility" means a facility that qualifies for this State designation that was Contractor selected and City approved.

2.17 Approved Organic Waste Processing Facility

"Approved Organic Waste Processing Facility" means an organic waste processing facility that was Contractor selected and City approved.

2.18 Approved Source Separated Recyclable Materials Processing Facility

"Approved Source Separated Recyclable Materials Processing Facility" means a source separated recyclable materials processing facility that was Contractor selected and City approved.

2.19 Approved Transfer Facility

"Approved Transfer Facility" means a transfer facility that was Contractor selected and City approved.

2.20 Back-Haul

"Back-Haul" means generating and transporting Organic Waste to a destination owned and operated by the Generator using the Generator's own employees and equipment, or as otherwise defined in 14 CCR Section 18982(a)(66)(A).

2.21 Billings

"Billings" or "Billing" or "Bill" means the statements of charges provided to Customers or Responsible Customers for services rendered by Contractor pursuant to the terms of this Agreement.

2.22 Bins

"Bins" shall mean a Container, including dumpsters, compactors, and any similar such devices with a capacity of under ten (10) cubic yards.

2.23 Blue Container

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

2.24 Bulky Items

"Bulky Items" means Solid Waste that cannot and/or would not typically be accommodated within a Cart or Bin including without limitation: furniture (including chairs, sofas, mattresses, and rugs); appliances (including refrigerators with and without Freon, ranges, washers, dryers, water heaters, dishwashers, plumbing, small household appliances and other similar items, commonly known as "white goods"); residential wastes (including wood waste, tree branches, scrap wood, in the aggregate not exceeding one cubic yard per Collection); and clothing. For purposes of this Agreement, and notwithstanding any provision hereof to the contrary, Bulky Items shall specifically include items commonly known in the waste industry as "brown goods," "e-waste" and "universal waste" (including, without limitation all types of electronic waste, stereos, televisions, computers and monitors, cellular phones, VCRs, microwaves and other similar type of equipment and products). Bulky Items do not include car bodies, Construction and Demolition

Debris, Hazardous Waste, or (with the exception of appliances/white goods described above) items that cannot reasonably and safely be loaded and unloaded into a vehicle by two people using equipment of the type which, pursuant to industry standards, would normally be carried in a vehicle used in Collecting Bulky Items. In the event a question arises as to whether a specific item, or category of items meets the definition of Bulky Items, City shall be responsible to determine whether said definition shall apply, which determination shall be final and binding on the Parties.

2.25 C&D

"C&D" means Construction and Demolition Debris.

2.26 C&D Collection Site

"C&D Collection Site" means properties where construction and demolition work is performed as evidenced by City issuance of a land clearing, building, or demolition permit, or from a non-permitted municipal project or as otherwise stated in Chapter 8-1-15 of the Dinuba Municipal Code, as the same may be amended from time to time.

2.27 California Code of Regulations (CCR)

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

2.28 CalRecyle

"CalRecycle" means California's Department of Resources Recycling and Recovery, which is the Department designated with responsibility for developing, implementing, and enforcing SB 1383 Regulations on Cities and other regulated entities.

2.29 Cart

"Cart" means a plastic Container with a hinged lid and wheels serviced by an automated or semi-automated process, as opposed to a manual process of lifting and dumping.

2.30 City

"City" shall mean the City of Dinuba, a municipal corporation, located in Tulare County, California.

2.31 City Council

"City Council" shall mean the City Council of City.

2.32 City Contract Manager

City Contract Manager means the Public Works Director or their designee.

2.33 City Limits

"City Limits" shall mean the territorial boundaries of the City together with all amendments and changes thereto, which boundaries are depicted on maps, incorporated herein by reference, that are kept on file in the office of the City Clerk of the City of Dinuba, and which are from time to time amended to reflect changes.

2.34 City Manager

"City Manager" shall mean the City Manager of the City of Dinuba or his or her designee.

2.35 Collect/Collection/Collecting

"Collect," "Collection," or "Collecting" shall mean to take physical possession of, transport, and remove Solid Waste from a Premises.

2.36 Collection Vehicle

"Collection Vehicle" shall have the meaning ascribed in Section 10 of this Agreement.

2.37 Commercial Business (Commercial)

"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, multi-family properties of five (5) or more units, or as otherwise defined in 14 CCR Section 18982(a)(6).

2.38 Commercial Edible Food Generators

"Commercial Edible Food Generators" includes Tier One Commercial Edible Food Generators and Tier Two Commercial Edible Food Generators, or as otherwise defined in 14 CCR Section 18982(a)(7). For the purposes of this definition, Food Recovery Organizations and Food Recovery Services are not Commercial Edible Food Generators, or as otherwise specified by 14 CCR Section 18982(a)(7).

2.38 Compostable Plastics

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

2.39 Compost

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

2.40 Construction and Demolition Debris (C&D)

"Construction and Demolition Debris" means the nonhazardous waste building material, inerts, soil, packaging, yard trimmings, rubble, and other used or discarded materials resulting from construction or demolition.

2.41 Container(s)

"Container(s)" means a receptacle for temporary storage of Discarded Materials. Containers may include Bins, Carts, Roll-Off Boxes, compactors, cans, buckets, bags, or other storage instruments to the extent such Containers are permitted by the City for use for Collection services provided under the Agreement.

2.42 Contractor

"Contractor" means the Party (other than the City) that executed this Exclusive Franchise Agreement and its Affiliates, DBAs, and Subcontractors that perform services on Contractor's behalf.

2.43 Contractor's Proposal

"Contractor's Proposal" shall mean proposal submitted in response to the City's Request for Proposal for Solid Waste Handling Services dated August 9, 2024 and subsequent submittals from Contractor prior to award.

2.44 County Agreement.

"County Agreement" shall mean any waste disposal agreement which may be entered into by the City of Dinuba during the term of this Agreement.

2.45 Customer

"Customer" or "Customers" shall mean any Person arranging for and/or receiving Discarded Material Management services from Contractor within the Franchise Area.

2.46 Discarded Materials

"Discarded Materials" are a form of Solid Waste, and shall be regulated as such. For purposes of this Agreement, material is deemed to have been discarded, without regard to whether it is destined for Recycling or Disposal, and whether or not is has been separated from other Solid Wastes, in all cases where a fee or other compensation, in any form or amount, is directly or indirectly solicited from, or, levied, charged, or otherwise imposed on, or paid by, the Generator or Customer in exchange for handling services. As used herein, handling services include, without limitation, the Collection, removal, Transportation, delivery, and Processing and/or Disposal of the material. Discarded Materials do not include Edible Food that is recovered for human consumption and is not discarded. For the purposes of this Agreement, Discarded Materials include

Source Separated Recyclable Materials, SSBCOW, SSGCOW, Food Waste, Gray/Black Container Waste or Mixed Waste, and C&D once the materials have been placed in Containers for Collection.

2.47 Disposal

"Disposal" or "Dispose" means the final disposition of any Solid Waste Collected by the Contractor or Residue from Contractor's Processing activities at a permitted Landfill or other permitted Solid Waste Facility.

2.48 Diversion

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

2.49 Edible Food

"Edible Food" means food intended for human consumption. For the purposes of this Agreement, Edible Food is not Solid Waste if it is recovered and not discarded. Nothing in this Agreement requires or authorizes the recovery of Edible Food that does not meet the food safety requirements of the California Retail Food Code. If the definition in 14 CCR Section 18982(a)(18) for Edible Food differs from this definition, the definition in 14 CCR Section 18982(a)(18) shall apply to this Agreement.

2.50 Effective Date

"Effective Date" means the date on which the Agreement becomes binding upon the Parties, which is the date when the latter of the Parties has executed this Agreement.

2.51 Environmental Laws

"Environmental Laws" means all federal and State statutes and City ordinances concerning public health, safety, and the environment including, by way of example and not limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 USC Section 9601, et seq.; the Resource Conservation and Recovery Act, 42 USC Section 6901, et seq.; the Federal Clean Water Act, 33 USC Section 1251, et seq.; the Toxic Substance Control Act, 15 USC Section 2601, et seq.; the Occupational Safety and Health Act, 29 USC Section 651, et seq.; the California Hazardous Waste Control Act, California Health and Safety Code Section 25100, et seq.; the Carpenter-Presley-Tanner Hazardous Substance Account Act, California Health and Safety Code Section 25300, et seq.; the Porter-Cologne Water Quality Control Act, California Water Code Section 13000, et seq.; the Safe Drinking Water and Toxic Enforcement Act of 1986, California Health and Safety Code Section 25249.5, et seq.; all as currently in force or as hereafter amended, and all rules and regulations promulgated thereunder.

2.52 Excluded Waste

"Excluded Waste" means Hazardous Substance, Hazardous Waste, Infectious Waste, Designated Waste, volatile, corrosive, Medical Waste, infectious, regulated radioactive waste, and toxic substances or material that Approved Facility operator(s) reasonably believe(s) would, as a result of or upon acceptance, Transfer, Processing, or Disposal, be a violation of local, State, or Federal law, regulation, or ordinance, including: land use restrictions or conditions, waste that cannot be Disposed of in Class III Landfills or accepted at the Facility by permit conditions, waste that in Contractor's reasonable opinion would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose Contractor or City to potential liability; but not including the minimum volumes or concentrations of waste of a type and amount normally found in Single-Family or Multi-Family Solid Waste after implementation of programs for the safe Collection, Processing, Recycling, treatment, and Disposal of batteries and paint in compliance with Sections 41500 and 41802 of the California Public Resources Code. Excluded Waste does not include used motor oil and filters, household batteries, Universal Wastes, and/or latex paint when such materials are defined as allowable materials for Collection through this Agreement and the Generator or Customer has properly placed the materials for Collection pursuant to instructions provided by City or Contractor as set forth in this Agreement.

2.53 Facility(ies)

"Facility(ies)" means any plant, site, or operation used for the purpose of handling Discarded Materials, including, but not limited to, Disposal, Transfer, Recycling, composting, and processing facilities or operations.

2.54 Food Recovery

"Food Recovery" means actions to collect and distribute food for human consumption which otherwise would be disposed, or as otherwise defined in 14 CCR Section 18982(a)(24).

2.55 Food Recovery Organization

"Food Recovery Organization" means an entity that primarily engages in the collection or receipt of Edible Food from Commercial Edible Food Generators and distributes that Edible Food to the public for Food Recovery either directly or through other entities, including, but not limited to:

A. A food bank as defined in Section 113783 of the Health and Safety Code;
B. A nonprofit charitable organization as defined in Section 113841 of the Health and Safety code; and,
C. A nonprofit charitable temporary food facility as defined in Section 113842 of the Health and Safety Code.

If the definition in 14 CCR Section 18982(a)(25) for Food Recovery Organization differs from this definition, the definition in 14 CCR Section 18982(a)(25) shall apply to this Agreement.

2.56 Food Recovery Service

"Food Recovery Service" means a Person or entity that collects and transports Edible Food from a Commercial Edible Food Generator to a Food Recovery Organization or other entities for Food Recovery; or as otherwise defined in 14 CCR Section 18982(a)(26).

2.57 Food Scraps

"Food Scraps" means all food such as, but not limited to, fruits, vegetables, meat, poultry, seafood, shellfish, bones, rice, beans, pasta, bread, cheese, and eggshells. Food Scraps excludes fats, oils, and grease when such materials are Source Separated from other Food Scraps.

2.58 Food-Soiled Paper

"Food-Soiled Paper" means compostable paper material that has come in contact with food or liquid, such as, but not limited to, compostable paper plates, paper coffee cups, napkins, pizza boxes, and milk cartons.

2.59 Food Waste

"Food Waste" means Source Separated Food Scraps and Food-Soiled Paper. Food Waste is a subset of SSGCOW. Edible Food separated for Food Recovery shall not be considered Food Waste.

2.60 Franchise Area

"Franchise Area" shall mean all Premises within the City Limits, including Premises which may be annexed and thereby added to the City Limits following the Effective Date.

2.61 Franchise Fee

"Franchise Fee" shall mean the franchise fee set forth and more fully defined in Section ___ hereof.

2.62 Generator

"Generator" means any Person whose act first causes Discarded Materials to become subject to regulation under the Municipal Code or under federal, State, or local regulations.

2.63 Gray/Black Container

"Gray/Black Container" has the same meaning as in 14 CCR Section 18982(a)(28) and shall be used for the purpose of storage and Collection of Non-Recyclable Waste or Mixed Waste including Food Waste.

2.64 Green Container

"Green Container" has the same meaning as in 14 CCR Section 18982(a)(29) and shall be used for the purpose of storage and Collection of Yard Trimmings and Wood waste.

2.65 Gross Receipts

"Gross Receipts" shall mean and include all monies, fees, charges, consideration, and revenue received by or imputed to Contractor in connection with, arising from, or in any way attributable to the Solid Waste Handling Services carried out by or on behalf of Contractor pursuant to this Agreement. Gross Receipts includes, without limitation, monthly or quarterly Customer charges that are received by Contractor for Collection of Solid Waste, without subtracting Franchise Fees, fees imposed and collected pursuant to this Agreement, sums collected in connection with Temporary Services, and transportation charges. Gross Receipts does not include grant awards and revenue, other supplemental revenue from special collection programs, or revenue from the sale of Recyclable Material, Green Waste, food waste, and other material which is diverted from disposal.

2.66 Hauler Route

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

2.67 Hazardous Substance

"Hazardous Substance" shall mean any of the following: (a) any substance defined, regulated or listed (directly or by reference) as "hazardous substances", "hazardous materials", "hazardous wastes", "toxic waste", "pollutant" or "toxic substances" or similarly identified as hazardous to human health or the environment, in or pursuant to (i) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 USC Section 9601, et seq.; (ii) the Hazardous Materials Transportation Act, 49 USC Section 5101, et seq.; (iii) the Resource Conservation and Recovery Act, 42 USC Section 6901, et seq.; (iv) the Clean Water Act, 33 USC Section 1251, et seq.; (v) California Health and Safety Code Sections 25115-25117, 25249.8, 25281, and 25316; (vi) the Clean Air Act, 42 USC Section 7401, et seq.; and (vii) California Water Code Section 13050; (b) any amendments, rules, or regulations promulgated thereunder to such enumerated statutes or acts currently existing or hereinafter enacted; and (c) any other hazardous or toxic substance, material, chemical, waste, or pollutant identified as hazardous or toxic or regulated under any other applicable federal, State, and local environmental laws currently existing or hereinafter enacted, including without limitation, friable asbestos, polychlorinated biphenyl ("PCBs"), petroleum, natural gas and synthetic fuel products, and by-products.

2.68 Hazardous Waste

"Hazardous Waste" or "Hazardous Wastes" means any waste which meets the definitions set forth in 22 CCR Section 66261.3, et seq. and is required to be managed; or as otherwise defined in 14 CCR Section 17402(a)(7). Hazardous Waste includes hazardous wood waste, which means wood that falls within the definition of "treated wood" or "treated wood waste" in 22 CCR Section 67386.4, or as otherwise defined in 14 CCR Section 18982(a)(30.5).

2.69 High Diversion Organic Waste Processing Facility

"High Diversion Organic Waste Processing Facility" means a High Diversion Organic Waste Processing Facility as defined in 14 CCR Section 18982(a)(33).

2.70 Inerts

"Inerts" means materials such as concrete, soil, asphalt, and ceramics.

2.71 Landfill

"Landfill" means a "Solid Waste Landfill" defined by Public Resources Code Section 40195.1.

2.72 Large Event

"Large Event" means an event, including, but not limited to, a sporting event or a flea market, that charges an admission price, or is operated by a local agency, and serves an average of more than 2,000 individuals per day of operation of the event, at a location that includes, but is not limited to, a public, nonprofit, or privately-owned park, parking lot, golf course, street system, or other open space when being used for an event. If the definition in 14 CCR Section 18982(a)(38) differs from this definition, the definition in 14 CCR Section 18982(a)(38) shall apply to this Agreement.

2.73 Large Venue

"Large Venue" means a permanent venue facility that annually seats or serves an average of more than 2,000 individuals within the grounds of the facility per day of operation of the venue facility. For purposes of 14 CCR, Division 7, Chapter 12 and this Agreement, a venue facility includes, but is not limited to, a public, nonprofit, or privately owned or operated stadium, amphitheater, arena, hall, amusement park, conference or civic center, zoo, aquarium, airport, racetrack, horse track, performing arts center, fairground, museum, theater, or other public attraction facility. For purposes of 14 CCR, Division 7, Chapter 12 and this Agreement, a site under common ownership or control that includes more than one Large Venue that is contiguous with other Large Venues in the site, is a single Large Venue. If the definition in 14 CCR Section 18982(a)(39) differs from this definition, the definition in 14 CCR Section 18982(a)(39) shall apply to this Agreement.

2.74 Liquidated Damages

"Liquidated Damages" means the amounts due by Contractor for failure to meet specific quantifiable standards of performance as described in Section 18.7.

2.75 Medical Waste

"Medical Waste" means any Solid Waste that is generated or has been used in the diagnosis, treatment, or immunization of human beings or animals, or research pertaining thereto, and shall include, but not be limited to, biomedical, biohazardous and medical waste, or other Solid Waste resulting from medical activities or services as defined by the Municipal Code or any State or federal law or regulation, all as currently enacted or subsequently amended.

2.76 Mixed Waste

"Mixed Waste" means Mixed Waste Organic Collection Stream and Solid Waste Collected in a Container that is required by 14 CCR Sections 18984.1, 18984.2, or 18984.3 to be Transported to a High Diversion Organic Waste Processing Facility.

2.77 Mixed Waste Organic Collection Stream

"Mixed Waste Organic Waste Collection Stream" means Organic Waste Collected in a Container that is required by 14 CCR Sections 18984.1, 18984.2, or 18984.3 to be Transported to a High Diversion Organic Waste Processing Facility, or as otherwise defined in 14 CCR Section 17402(a)(11.5).

2.78 Mulch

"Mulch" means a layer of material applied on top of soil, and, for the purposes of the Agreement, Mulch shall conform with the following conditions, or conditions as otherwise specified in 14 CCR Section 18993.1(f)(4):

i. Meets or exceeds the physical contamination, maximum metal concentration, and pathogen density standards for land application specified in 14 CCR Section 17852(a)(24.5)(A)(1) through (3).

ii. Was produced at one or more of the following types of Facilities:

   a. A compostable material handling operation or facility as defined in 14 CCR Section 17852(a)(12), that is permitted or authorized under 14 CCR, Division 7, other than a chipping and grinding operation or facility as defined in 14 CCR Section 17852(a)(10);

   b. A Transfer/Processing Facility or Transfer/Processing operation as defined in 14 CCR Section 17402(a)(30) and (31), respectively, that is permitted or authorized under 14 CCR, Division 7; or,

c. A Solid Waste Landfill as defined in PRC Section 40195.1 that is permitted under 27 CCR, Division 2.

2.79 Multi-Family or Multi-Family Dwelling Unit

"Multi-Family" means of, from, or pertaining to residential Premises with five (5) or more dwelling units attached or detached on a site or lot, which does not include an accessory dwelling unit. Multi-Family Premises do not include hotels, motels, or other transient occupancy facilities. References to "Multi-Family Dwelling Unit" refer to an individual residential unit of the Multi-Family Premises.

2.80 Municipal Code

"Municipal Code" shall mean City's Municipal Code ("Dinuba Municipal Code").

2.81 Non-Compostable Paper

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

2.82 Non-Organic Recyclables

"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.

2.83 Organic Waste

"Organic Waste" means Solid Wastes containing material originated from living organisms and their metabolic waste products including, but not limited to, food, Yard Trimmings, lumber, wood, Paper Products, Printing and Writing Paper, or as otherwise defined in 14 CCR Section 18982(a)(46).

2.84 Paper Products

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

2.85 Parent Company

Not Applicable.

2.86 Party or Parties

"Party" or "Parties" refers to the City and Contractor, individually or together.

2.87 Person

"Person" has the same meaning as in Public Resources Code Section 40170, which states, as of the Effective Date of this Agreement, that a Person includes an individual, firm, limited liability company, association, partnership, political subdivision, government agency, municipality, industry, public or private corporation, or any other entity whatsoever.

2.88 Premises

"Premises" means a tract of land with or without habitable buildings or appurtenant structures.

2.89 Printing and Writing Papers

"Printing and Writing Papers" include, but are not limited to, copy, xerographic, watermark, cotton fiber, offset, forms, computer printout paper, white wove envelopes, manila envelopes, book paper, note pads, writing tablets, newsprint, and other uncoated writing papers, posters, index cards, calendars, brochures, reports, magazines, and publications; or as otherwise defined in 14 CCR Section 18982(a)(54).

2.90 Process, Processed, or Processing

"Processing" means the controlled separation, recovery, volume reduction, conversion, or Recycling of Solid Waste including, but not limited to, organized, manual, automated, or mechanical sorting, the use of vehicles for spreading of waste for the purpose of recovery, and/or includes the use of conveyor belts, sorting lines, or volume reduction equipment, or as otherwise defined in 14 CCR Section 17402(a)(20).

2.91 Prohibited Container Contaminants

"Three-Container Collection service (Blue, Green, and Gray/Black Containers) "Prohibited Container Contaminants" means the following: (i) Discarded Materials placed in the Blue Container that are not identified as acceptable Source Separated Recyclable Materials for the City's Blue Container; (ii) Discarded Materials placed in the Green Container that are not identified as acceptable for the City's Green Container; (iii) Discarded Materials placed in the Gray/Black Container that are designated to be placed in City's Green Container and/or Blue Container; and (iv) Excluded Waste placed in any Container.

2.92 Property Owner

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

2.93 Public Resources Code (PRC)

"Public Resources Code" or "PRC" means the California Public Resources Code.

2.94 Putrescible Waste

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

2.95 Rate

"Rate" means the amount, expressed as a dollar unit, that Contractor bills a Customer for providing specified services under this Agreement.

2.96 Rate Period

"Rate Period" means a twelve (12) month period, commencing July 1 and concluding June 30.

2.97 Recycle/Recycling

"Recycle" or "Recycling" means the process of Collecting, sorting, cleansing, treating, and reconfiguring materials for the purpose of returning them to the economic mainstream in the form of raw material for new, Reused, or reconstituted products that meet the quality standards necessary to be used in the marketplace. The Recycling of Discarded Materials, as defined herein at section 2.49, is a Solid Waste handling activity within the scope of the Grant of Exclusive Franchise described in Section 3. Recycling includes processes deemed to constitute a reduction of Landfill Disposal pursuant to 14 CCR, Division 7, Chapter 12, Article 2. Recycling does not include gasification or transformation as defined in Public Resources Code Section 40201.

2.98 Remnant Organic Material

"Remnant Organic Material" means the Organic Waste that is Collected in a Gray/Black Container that is part of the Gray/Black Container Collection stream, or as otherwise defined in 14 CCR 17402(a)(23.5).

2.99 Renewable Natural Gas (RNG)

"Renewable Natural Gas" or "RNG" means gas derived from Organic Waste that has been diverted from a Landfill and Processed at an in-vessel digestion facility that is permitted or otherwise authorized by 14 CCR to recover Organic Waste, or as otherwise defined in 14 CCR Section 18982(a)(62).

2.100 Residual (or Residue)

"Residual" or "Residue" means the Solid Waste destined for Disposal, further transfer/processing as defined in 14 CCR Section 17402(a)(30) or 14 CCR Section 17402(a)(31), or transformation which remains after Processing has taken place and is calculated in percent as the weight of Residual divided by the total incoming weight of materials.

2.101 Responsible Customer

"Responsible Customer" means the Customer who is responsible for making arrangements with Contractor to ensure Collection services are provided at Commercial Premises or Residential Premises in circumstances where a management company, homeowner association, or similar type entity arranges Collection services for such Premises. In the event of any dispute as to whether a right or obligation set forth herein is held by a Customer or a Responsible Customer, the Public Works Director is authorized to resolve such dispute in a manner that he determines best implements the intent of this Agreement.

2.102 Reusable Items

"Reusable Items" means items that are capable of being Reused after minimal Processing. Reusable Items may be Collected Source Separated or recovered through a Processing Facility. Reusable Items may include, but are not limited to, clothing, furniture, and/or sporting equipment.

2.103 Reuse

"Reuse" or any variation thereof, means the use, in the same, or similar, form as it was produced, of a material which might otherwise be discarded, or as otherwise defined in 14 CCR Section 17402.5(b)(2).

2.104 Roll-Off Box

"Roll-Off Box" means an open- or closed-top metal Container, roll-top Container, or closed compactor Container serviced by a roll-off truck and with a Container capacity of 10 to 50 cubic yards. Roll-off boxes are also known as drop boxes or debris boxes.

2.105 Salvageable Material (or Salvaged Material)

"Salvageable Material" or "Salvaged Material" means an object or material that results from salvaging, where salvaging means the controlled separation of Solid Waste material which do not require further processing for Reuse or Recycling prior to Transfer activities, or as otherwise defined in 14 CCR Section 17402(a)(24).

2.106 SB 1383

"SB 1383" means Senate Bill 1383 of 2016 approved by the Governor on September 19, 2016, which added Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and Safety Code, and added Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the Public Resources Code, establishing methane emissions reduction targets in a statewide effort to reduce emissions of short-lived climate pollutants as amended, supplemented, superseded, and replaced from time to time.

2.107 SB 1383 Regulations

"SB 138 Regulations" or "SB 1383 Regulatory" refers to the Short-Lived Climate Pollutants (SLCP): Organic Waste Reductions regulations developed by CalRecycle and adopted in 2020 that created Chapter 12 of 14 CCR, Division 7 and amended portions of regulations of 14 CCR and 27 CCR.

2.108 Self-Hauler (or Self-Haul)

"Self-Hauler" or "Self-Haul" means a Person who hauls Solid Waste, Organic Waste, or recovered material they have generated, using their own employees and owned equipment, to another Person, or as otherwise defined in 14 CCR Section 18982(a)(66). Self-Hauler also includes a Person who Back-Hauls waste.

2.109 Service Level

"Service Level" refers to the number and size of a Customer's Container(s) and the frequency of Collection service, as well as ancillary services such as lock/unlock service, Container push/pull service, etc.

2.110 Single-Family or Single-Family Dwelling (SFD)

"Single-Family" or "Single-Family Dwelling" or "SFD" means any residential Premises with less than two (2) units, not including an accessory dwelling unit.

2.111 Solid Waste

"Solid Waste" has the same meaning as defined in PRC Section 40191, which defines Solid Waste as all putrescible and non-putrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, dewatered, treated, or chemically fixed sewage sludge which is not hazardous waste, manure, vegetable or animal solid and semisolid wastes, other discarded solid and semisolid wastes, and all Discarded Materials, with the exception that Solid Waste does not include any of the following wastes:

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

(2) Radioactive waste regulated pursuant to the Radiation Control Law (Chapter8 (commencing with Section 114960) of Part 9 of Division 104 of the Health and Safety Code).

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

treated and deemed to be Solid Waste shall be regulated pursuant to PRC, Division 30.

2.112 Source Separated

"Source Separated" means materials, including commingled Recyclable materials, that have been separated or kept separate from the Solid Waste stream, at the point of generation, for the purpose of additional sorting or Processing those materials for Recycling or Reuse in order to return them to the economic mainstream in the form of raw material for new, reused, or reconstituted products which meet the quality standards necessary to be used in the marketplace, or as otherwise defined in 14 CCR Section 17402.5(b)(4). For the purposes of the Agreement, Source Separated shall include separation of materials by and only by the Generator, Property Owner, Property Owner's employee, property manager, or property manager's employee into different Containers for the purpose of Collection such that Source Separated materials are separated from Gray/Black Container Waste or Mixed Waste and other Solid Waste for the purposes of Collection and Processing.

2.113 Source Separated Blue Container Organic Waste (SSBCOW)

"Source Separated Blue Container Organic Waste" or "SSBCOW" means Source Separated Organic Waste that can be placed in a Blue Container that is limited to the Collection of those Organic Wastes and Non-Organic Recyclables as defined in 14 CCR Section 18982(a)(43); or as otherwise defined by 14 CCR Section 17402(a)(26.7). The accepted types of SSBCOW and process for modifying the accepted types of SSBCOW are specified in Article 5.

2.114 Source Separated Green Container Organic Waste (SSGCOW)

"Source Separated Green Container Organic Waste" or "SSGCOW" means Source Separated Organic Waste that can be placed in a Green Container that is specifically intended for the separate Collection of Organic Waste by the Generator, excluding SSBCOW, carpets, Non-Compostable Paper, and textiles. The accepted types of SSGCOW and process for modifying the accepted types of SSGCOW are specified in Article 5. SSGCOW is a subset of Organic Waste.

2.115 Source Separated Recyclable Materials

"Source Separated Recyclable Materials" means Source Separated Non-Organic Recyclables and SSBCOW. The accepted types of Source Separated Recyclable Materials and process for modifying the accepted types of Source Separated Recyclable Materials are specified in Article 5.

2.116 State

"State" means the State of California.

2.117 Subcontractor

"Subcontractor" means any Person, firm, or entity hired by Contractor to carry out any of Contractor's duties under this Agreement.

2.118 Temporary Service

"Temporary Service" shall mean Solid Waste Handling Services provided by Contractor on an as-needed and temporary basis to any Premises within the City in conjunction with construction, demolition, cleanup or other projects, and by use of temporarily placed Bins or Roll off Boxes.

2.119 Term

"Term" means the duration of this Agreement, including extension periods if granted, as provided for in Section 6.

2.120 Tier One Commercial Edible Food Generators

"Tier One Commercial Edible Food Generator" means a Commercial Edible Food Generator that is one of the following, each as defined in 14 CCR Section 18982:

A. Supermarket.
B. Grocery Store with a total facility size equal to or greater than 10,000 square feet.
C. Food Service Provider.
D. Food Distributor.
E. Wholesale Food Vendor.

If the definition in 14 CCR Section 18982(a)(73) of Tier One Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(73) shall apply to this Agreement.

2.121 Tier Two Commercial Edible Food Generators

"Tier Two Commercial Edible Food Generator" means a Commercial Edible Food Generator that is one of the following, each as defined in 14 CCR Section 18982:

A. Restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet.
B. Hotel with an on-site food facility and 200 or more rooms.
C. Health facility with an on-site food facility and 100 or more beds.
D. Large Venue.
E. Large Event.
F. A State agency with a cafeteria with 250 or more seats or total cafeteria facility size equal to or greater than 5,000 square feet.
G. A local education agency with an on-site food facility.

If the definition in 14 CCR Section 18982(a)(74) of Tier Two Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(74) shall apply to this Agreement.

2.122 Ton

"Ton" or "Tonnage" or "Tons" means a unit of weight equal to 2,000 pounds (907.18474 kg).

2.123 Transfer

"Transfer" means the act of transferring Discarded Materials Collected by Contractor from Contractor's Collection vehicles into larger vehicles at a Transfer Facility for Transport to other Facilities for Processing or Disposing of such materials. Transfer allows for removal of materials excluded or prohibited from handling at the Transfer Facility (e.g., removal of Hazardous Waste).

2.124 Transformation

"Transformation" means incineration, pyrolysis, distillation, gasification, or biological conversion other than composting. "Transformation" does not include composting.

2.125 Transportation or Transport

"Transportation" or "Transport" means the act of conveying collected materials from one location to another.

2.126 Universal Waste (or U-Waste)

"Universal Waste" or "U-Waste" means all wastes defined by 22 CCR Subsections 66273.1 through 66273.9. These include, but are not limited to, batteries, fluorescent light bulbs, mercury switches, and electronic waste.

2.127 Work Days

"Work Days" or "Working Days" means days on which the Contractor is required to provide regularly scheduled Collection services under this Agreement.

2.128 Yard Trimmings

"Yard Trimmings" means types of SSGCOW resulting from normal yard and landscaping installation, maintenance, or removal that the Generators Source Separate and set out in Green Containers for Collection for the purpose of Processing by the Contractor.

SECTION 3

GRANT OF EXCLUSIVE FRANCHISE FOR SOLID WASTE HANDLING SERVICES FROM ALL RESIDENTIAL AND COMMERCIAL PREMISES, AND FOR PROVIDING TEMPORARY SOLID WASTE HANDLING SERVICE

3.1 Scope of Franchise

Except as hereinafter expressly set forth, City hereby grants to Contractor and Contractor hereby accepts from City, for the Term hereof, the exclusive contract, right, and privilege to Collect, transport, and dispose of all Solid Waste generated or accumulated within the Franchise Area. The exclusive franchise, right and privilege to provide Solid Waste Handling Services within City granted to Contractor by this Agreement shall be interpreted to be consistent with all applicable state and federal laws, now in effect and adopted during the Term of this Agreement, and the scope of this Agreement shall be limited by all applicable current and developing laws and regulations. In the event that future interpretations of current state or federal law or future state or federal enactments limit the ability of City to lawfully grant Contractor the scope of services as specifically set forth herein, Contractor agrees that the scope of this Agreement will be limited to those services and materials which may be lawfully provided, and that City shall not be responsible for any lost profits claimed by Contractor as a result thereof.

3.2 Matters Excluded from Scope of Franchise

Notwithstanding any other provisions set forth in this Agreement to the contrary, the exclusive franchise granted herein shall exclude the Collection, transportation, recycling, and disposal of:

(A) any Solid Waste otherwise within the scope of this Agreement which is transported by a Self-Hauler as that term is defined herein and used in the Municipal Code, or any other City ordinance, resolution, regulation or policy, as such may be adopted or amended from time to time, provided that the city ordinance, resolution, regulation or policy is consistent, and is not in conflict, with this Agreement.;

(B) any Solid Waste otherwise within the scope of this Agreement during a locally proclaimed emergency (defined as a "local emergency" pursuant to Section 8630 of the California Emergency Services Act) or subsequent recovery period, provided that Contractor lacks the ability to perform the necessary work in a timely manner, or for any other reason determined by City to present an imminent and substantial threat to public health, safety or welfare;

(C) any recyclable materials that are Source Separated, that are not Discarded, that are not Disposed, and which are donated or sold by the Generator thereof to any person or entity other than Contractor, for Collection, transportation, and recycling; provided, however, to the extent permitted by law, if the Generator is required to pay monetary or non-monetary consideration, in any form or amount, for the Collection, transportation, transfer, processing or recycling of recyclable material to any person or entity other than Contractor, the material shall be deemed to have been Discarded and the transaction shall not be considered a sale or donation;

(D) any Solid Waste otherwise within the scope of this Agreement which is Collected or transported to a disposal or recycling facility by City agents or employees in the course and scope of services provided for the City;

(E) any Solid Waste Collected at any City sponsored event if City does not request Contractor provide Collection services for the City sponsored event;

(F) the Collection, transportation, or disposal of Hazardous Waste; universal waste; E-Waste; biohazardous waste; untreated medical waste; infectious waste; Animal Waste; used cooking fats, oils, grease and similar waste; or other materials which do not constitute Solid Waste;

(G) the Collection, transportation, and disposal of Construction and Demolition Waste by a contractor, handyman, repairman, or other similar service provider, using its own equipment, as an incidental part of the services provided to its Customers, rather than as a hauling service, provided that such waste is not Collected or transported by a third party hired for the primary purpose of Collecting and transporting said materials;

(H) the Collection, transportation, and disposal of Green Waste, including, but not limited to Green Waste and related Solid Waste by a gardener, or landscaper, as an incidental part of the gardening or landscaping services provided to its customers, rather than as a hauling service provided that such Solid Waste is not collected or transported by a third party hired for the primary purpose of Collecting and transporting said materials; and

(I) Solid Waste Handling Services provided by any Person having a legal right to continue doing so, pursuant to Public Resources Code Section 49520, et. seq., or otherwise, as long as and to the extent such legal right continues to exist; except that to the degree any territory in which Contractor has a franchise granted by another governmental entity is annexed into City during the Term, Contractor agrees the provisions of this Agreement shall apply to such territory and further acknowledges that this Agreement constitutes any notice required by the Public Resources Code in connection therewith.

(J) Edible Food. Edible Food that is collected from a Generator by other Person(s), such as a Person from a Food Recovery Organization or Food Recovery Service, for the purposes of Food Recovery; or that is transported by the Generator to another location(s), such as the location of a Food Recovery Organization, for the purposes of Food Recovery, regardless of whether the Generator donates, sells, or pays a fee to the other Person(s) to collect or receive the Edible Food from the Generator.

(K) Food and Beverage Byproducts. The hauling of byproducts from the processing of food or beverages and use of such material as animal feed if the byproducts originate from agricultural or industrial sources, do not include animal (including fish) processing byproducts, are Source Separated by the Generator of the byproducts, and are not discarded; and, if the use as animal feed is in accordance with 14 CCR Section 18983.1(b)(7).

SECTION 4.
ENFORCEMENT OF EXCLUSIVITY

City and Contractor agree that it is important to preserve the exclusive rights granted to Contractor by this Agreement. City shall reasonably assist Contractor in its efforts to enforce the exclusivity hereof. In addition, City may adopt such ordinances or other regulations as it deems to be necessary or desirable to protect the exclusive rights granted herein. City shall have the right to enforce the exclusivity hereof, including by instituting appropriate legal proceedings. It will be the obligation of the Contractor to monitor and report any violations of exclusivity.

SECTION 5.
ACCEPTANCE; WAIVER

Contractor waives any right or claim to serve the City or any part of the City under any prior grant of franchise, contract, license, or permit issued or granted by any governmental entity including any right under Section 49520 of the Public Resources Code.

SECTION 6.
TERM

The term of this Agreement (the "Term") shall be ten (10) years commencing on the Effective Date, with an option to extend the Agreement on the same terms and conditions for up to five (5) additional years (fifteen years total). The Solid Waste Collection services provided to Customers shall commence on July 1, 2025 ("Service Commencement Date"). The initial Term of this Agreement shall end at midnight on June 30, 2035, unless earlier terminated or the City and Contractor mutually agree to exercise the option to extend under the terms of this Agreement. Prior to exercising its extension option, the City Council may, at its discretion, require the City Manager to conduct a performance review during the preceding fiscal year and said performance review will be separate from and in addition to the performance review set forth in Section 17.

SECTION 7.
CONDITIONS TO EFFECTIVENESS OF AGREEMENT

The satisfaction of each and all of the conditions set out below, each of which may be waived in whole or in part by City in writing, is a condition precedent to the effectiveness of this Agreement, and a condition of Contractor's continued right to the benefits conveyed herein:

7.1 Accuracy of Representation

All representations and warranties made by Contractor and set forth in this Agreement shall be accurate, true, and correct on and as of the Effective Date of this Agreement.

7.2 Absence of Litigation

The parties acknowledge that there is currently no litigation pending in any court challenging the award of this Agreement to Contractor or the execution of this Agreement or seeking to restrain or enjoin its performance.

7.3 Furnishing of Insurance and Bonds, Letter of Credits, or Asset Pledge

Contractor shall have furnished evidence of the insurance and sureties required by Sections 14 and 15 hereof, and shall comply with all ongoing requirements relating thereto.

7.4 Effectiveness of City Council Action

The City Council's action approving this Agreement shall have become effective pursuant to California law.

7.5 Payment of Fees and Costs

Contractor shall have made payment to City of all fees, costs and other payments due as more fully set forth in Section 11.

SECTION 8.
SOLID WASTE HANDLING SERVICES PROVIDED BY CONTRACTOR

8.1 General

A. **Overall Performance Obligations**. The scope of services to be performed by Contractor pursuant to this Agreement shall include the furnishing of all labor, supervision, equipment, materials, supplies, and all other items necessary to perform all requirements of the Agreement. The enumeration of, and specification of requirements for, particular items of labor or equipment shall not relieve the Contractor of the duty to furnish all others, as may be required, whether enumerated or not.

The scope of services to be performed by Contractor pursuant to this Agreement shall be accomplished in a manner so that Customers are provided reliable, courteous, and high-quality Collection services and other services described in this Agreement at all times. The enumeration of, and specification of requirements for, particular aspects of service quality shall not relieve Contractor of the duty of accomplishing all other aspects in the manner generally provided in this Article for the delivery of services, whether such other aspects are enumerated elsewhere in the Agreement or not. Contractor shall not knowingly Collect Blue, Green, Brown, or Gray/Black Containers that include Prohibited Container Contaminants.

B. **Ownership of Discarded Materials.** By operation of this Agreement, ownership and the right to possession of all Discarded Materials shall be transferred to Contractor from the Person discarding the materials (Customer and/or Generator) once such materials are placed in

Containers and properly placed for Collection. If Prohibited Container Contaminants are found in Containers set out for Collection or Container is overfilled, the materials shall be considered not properly placed for Collection, and Contractor shall have the right to reject Collection of the overfilled and/or contaminated Containers pursuant to Section 9.5, and the ownership of materials shall remain with the Person discarding the materials (Customer and/or Generator). Except as required in the City's sole discretion for law enforcement purposes, at no time shall the City obtain any right of ownership or possession of Discarded Materials placed for collection and nothing in this Agreement shall be construed as giving rise to any inference that City has such rights. Refer to Section 9 for transfer of ownership of Discarded Materials from Contractor to Facility operator(s) of Approved/Designated Facilities.

8.2 Residential Three-Container System (Blue, Green, and Gray/Black Containers)

A. **General**. No later than July 1, 2025, Contractor shall provide a three-Container Collection program for the separate Collection of: 1) Source Separated Recyclable Materials; 2) Yard Trimmings, Wood Waste, and Organic Food Scraps; and 3) Solid Waste for Landfill Disposal, using Containers that comply with the requirements of this Agreement. See Exhibit 'B'

B. **Source Separated Recyclable Materials Collection (Blue Container)**. Contractor shall provide Blue Containers to Customers for Collection of Source Separated Recyclable Materials and shall provide Source Separated Recyclable Materials Collection service, as described in this Agreement. Contractor shall Transport the Source Separated Recyclable Materials to the Approved Source Separated Recyclable Materials Processing Facility, as specified in this Agreement.

The Parties agree that the list of accepted types of Source Separated Recyclable Materials may be added to or removed from this list from time to time by mutual consent of the City and Contractor. Contractor shall not add or remove materials to or from this list without written approval from the Public Works Director or signed amendment to the Agreement, and such approval shall not be unreasonably withheld. Prohibited container contaminants shall not be collected in the blue containers. The Containers shall comply with the requirements of this Agreement.

C. **Organic Waste Collection (Green Container).** The Contractor will establish an organic waste collection program with commingling of yard trimmings, wood waste, and food scraps (Green Container).

Contractor shall provide green containers to customers for collection of yard trimmings, wood waste, and food scraps, and shall provide collection service, as described in Exhibits A, B, and C of this agreement. Contractor shall transport this organic waste material to the approved organic waste processing facility, or the approved transfer facility for transfer and transport to approved organic waste processing facility.

The parties agree that types of yard trimmings, wood waste, and food scraps may be added to or removed from this list from time to time by mutual consent or at the sole discretion of the City. Contractor shall not add or remove materials to or from this list without written approval from the City Contract Manager or signed amendment to the agreement, and such approval shall not be unreasonably withheld. Carpets, non- compostable paper, textiles, and prohibited container contaminants shall not be collected in the green containers.

D. **Waste Collection (Gray/Black Container).** Contractor shall provide Gray/Black Containers to Customers for Collection of Gray/Black Container Waste, and shall provide Gray/Black Container Waste Collection service, as described in this Agreement. Contractor shall Transport the Gray/Black Container Waste to (i) the Approved/Disposal Facility, or (ii) the Approved Transfer Facility for Transfer and Transport to an Approved Disposal Facility, as specified in this Agreement. Contractor may allow carpets and textiles to be placed in the Gray/Black Containers. Prohibited Container Contaminants shall not be Collected in the Gray/Black Containers. The Containers shall comply with the requirements of this Agreement.

Contractor shall provide Gray/Black Containers to Customers for Collection of solid waste that is not eligible for placement in either the Blue Container or Green Containers and is only suitable for landfill. Contractor may allow carpets and textiles to be placed in the Gray/Black Containers. Prohibited Container Contaminants shall not be Collected in the Gray/Black Containers.

8.3 <u>Commercial Three (3) Container Collection for Source Separated Recyclable Materials, Green Waste, Organics (Food Scraps) and Solid Waste for Landfill.</u>

A. **General**. No later than July 1, 2025, Contractor shall provide a three-Container Collection program for the separate Collection of: 1) Source Separated Recyclable Materials; 2) Yard Trimmings, Wood Waste, and Organic Food Scraps; and 3) Solid Waste for Landfill Disposal, using Containers that comply with the requirements of this Agreement.

B. **Source Separated Recyclable Materials Collection (Blue Container)**. Contractor shall provide blue containers to customers for collection of source separated recyclable materials and shall provide source separated recyclable materials collection service, as described in this agreement. Contractor shall transport the source separated recyclable materials to the approved source separated recyclable materials processing facility, as specified in this agreement.

The Parties agree that the list of accepted types of source separated recyclable materials may be added to or removed from this list from time to time by mutual consent of the city and contractor. Contractor shall not add or remove materials to or from this list without written approval from the Public Works Director or signed amendment to the Agreement, and such approval shall not be unreasonably withheld. Prohibited container contaminants shall not be collected in the blue containers. The containers shall comply with the requirements of this agreement.

C. **Organic Waste Collection (Green Container)**. Contractor will establish an organic waste collection program for yard trimmings and wood waste if applicable and source-separated food scraps and other food waste material for all generators required to recycling this material by SB 1383.

The parties agree that types of yard trimmings and wood waste if applicable and organic waste may be added to or removed from this list from time to time by mutual consent. Contractor shall not add or remove materials to or from this list without written approval from the Public Works Director or signed amendment to the agreement, and such approval shall not be unreasonably withheld. Carpets, non-compostable paper, textiles, and prohibited container contaminants shall not be collected in the green containers.

D. **Waste Collection (Gray/Black Container).** Contractor shall provide gray/black containers to customers for collection of gray/black container waste, and shall provide gray/black container waste collection service, as described in this agreement. Contractor shall transport the gray/black container waste to (i) the approved/disposal facility, or (ii) the approved transfer facility for transfer and transport to an approved disposal facility, as specified in this agreement. Contractor may allow carpets and textiles to be placed in the gray/black containers. Prohibited container contaminants shall not be collected in the gray/black containers. The Containers shall comply with the requirements of this Agreement.

8.4 City Facility and City Event Services

Contractor shall provide Collection services to all City facilities, add and replace containers at City's request and events listed herein, at the service levels requested by the City, and at no cost to City. Scheduled shreds, E-waste, and battery pick up at City buildings will include the required number of containers per location and schedule will be based on location needs. (i.e. monthly, quarterly or on call) The City facilities and City Events to be serviced by Contractor include the following:

CITY FACILITIES LOCATED AT:

1. City Hall – 405 E. El Monte Way
2. Wastewater Plant – 6675 Avenue 412
3. Fire Department – 496 E. Tulare
4. SportsPlex – 201 N. Uruapan Drive
5. Transit Center – 180 W. Merced Street
6. Senior Center – 437 N. Eaton Avenue
7. Police Department – 680 S. Alta Avenue
8. Fire Department – 420 E. Tulare Street
9. Community Center – 1390 E. Elizabeth Way
10. Public Works #1 – 110 S. College Avenue
11. Public Works #2 – 1088 E. Kamm Avenue
12. Ridge Creek Golf Course – 3018 Ridge Creek Drive

CITY PARKS:

1. Designated container for all parks (collected by city crews) at 855 E. El Monte Way.

COMMUNITY EVENTS:

Upon request and based on availability Contractor will provide a booth with Staff to distribute information and answer questions

1. Cinco de Mayo
2. Raisin Day
3. Independence Day
4. TBD at City's discretion

Dinuba City Owned Public Receptacles – 85 Current Trash Containers.

8.5 C&D Collection

Contractor shall have the exclusive right to collect C&D materials from all customers that subscribe to C&D collection service and transport the C&D to (i) the approved/designated C&D processing facility, or (ii) the approved/designated transfer facility for transfer and transport to an approved/designated C&D processing facility, as specified in this agreement. Contractor shall provide C&D collection and processing services in accordance with this agreement.

8.6 Hazardous Household Waste, Christmas Tree Pickup, and Bulky Item Collection

In addition to regular collection services, Contractor shall provide (2) two, free of charge to residents, annual collection events for household hazardous waste, sharps/needles waste, large bulky items, shredding up to five (5) banker boxes, appliances, organic waste, electronic waste, mattresses, tires, metals, large rigid plastics and batteries. In addition, Contractor shall furnish staff and equipment for these events. Contractor and will provide up to ½ cubic yard of compost for free at these events. Hours of event from 7:00 am – 3:00 pm.

Free drop off of anti-freeze, batteries, oil and paint, as well as other household hazardous waste materials no less than once a year at the Recycling Center in Cutler.

Free collection of Christmas Trees will be provided annually in January on the 2nd, 3rd, and 4th Saturday for all residential and commercial multi-family customers.

Free on-call curbside bulky item pick-up for Senior citizens, two (2) times per-year.

Upon request, a voucher will be issued by the Contractor for one free drop-off of one-bulky item per calendar year, for single family and multi-family residents, at Pena's facility located at the Recycling Center in Cutler.

Free assistance of bringing out and returning carts for the City's current severely disabled residents of Dinuba.

Free quarterly sweeps of the City to remove items that are abandoned in the public right of way including alleys. Should the City request additional collection of abandoned items, Contractor will respond within 24 hours. Hauler will notify the City in the event of repeat offenders and City will engage code enforcement.

8.6.1 Equipment

Contractor shall furnish all labor, supervision, materials, supplies, and equipment necessary to provide for all services required by the terms of this Agreement.

8.6.2 Performance Standards

Contractor shall perform Solid Waste Handling Services as required hereunder in a workmanlike manner consistent with good housekeeping standards and all relevant provisions of Applicable Laws.

8.6.3 Noise and Disruption

Contractor shall perform Solid Waste Handling Services as required hereunder in such a manner as to minimize noise and other disruptive impacts including, without limitation, those upon traffic.

8.6.4 Collection Times

Contractor shall not commence Collection of Solid Waste for Commercial accounts prior to 5:00 a.m. and Residential accounts prior to 6:00 a.m., nor shall such activities occur after 6:00 p.m. at Residential Premises and Commercial Premises. City may authorize collection of commercial and industrial waste at other times, at the discretion of the Public Works Director. No Solid Waste Collection shall occur on Sundays at Residential Premises or Commercial Premises, except in exceptional circumstances for which specific approval is given by the Public Works Director. Solid Waste Collection shall not occur on the following holidays or any other holiday designated in the future by Tulare County Landfill: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day. City and/or Contractor may request to meet annually to discuss holiday collection schedules for the upcoming year.

8.6.5 Collection Schedule

All Collection routes shall be subject to final approval by the Contract Manager. Customers at all Residential and Commercial Premises within the City shall have not less than one established Collection day each week. Contractor shall provide notice to each Customer of its established Collection day(s), and shall provide at least thirty (30) days' notice to Customers of any change in their established Collection day(s). Notwithstanding any provision herein to the contrary, should any established Collection day fall on a legal holiday, or on any other holiday which is observed by either a landfill or other lawful disposal site to which Solid Waste is taken for disposal, or a recycling facility to which Recyclable Material is taken, Contractor shall provide for Collection one (1) day later during the pick-up week, and the regular Collection schedule shall be resumed the following week. A pick-up week shall be defined as Monday through Saturday. Contractor may not change its established Collection schedules without obtaining the prior written consent of the Public Works Director.

In the event that the City's Solid Waste is collected with another jurisdiction, the Contractor shall provide a methodology for appropriately allocating any commingled Solid Waste Collected. Contractor shall provide reports that demonstrate any commingled Solid Waste Collected and how it used the methodology to appropriately allocate the commingled Solid Waste, if applicable.

8.6.6 Contractor's Containers

A. **Provision of Containers by Contractor and Color Standards**

1. **General**

Contractor's Collection Container bodies and/or lids shall comply with the color requirements of SB 1383 Regulations and display required labeling.

Contractor shall provide all Customers with Collection Containers that comply with the Container color requirements specified in this Section or as otherwise specified in 14 CCR Section 18982; 14 CCR, Division 7, Chapter 12, Article 3; or other Applicable Law.

2. **Blue Containers (Source Separated Recyclable Materials**

Blue Containers must have a lid and/or body that is blue in color. Hardware such as hinges and wheels on the Blue Containers may be a different color.

3. **Green Containers**

Green Containers must have a lid and/or body that are green in color. Hardware such as hinges and wheels on the Green Containers may be a different color.

4. **Gray/Black Containers**

Gray/Black Containers must have a lid and/or body that are Gray/Black in color. Hardware such as hinges and wheels on the Gray/Black Container may be a different color.

5. **C&D Bins and Roll-Off Boxes**

Bins and Roll-Off Boxes for Collection of C&D may be in any color, provided that the colors do not conflict with 14 CCR Section 18982; 14 CCR, Division 7, Chapter 12, Article 3; or other Applicable Law. The C&D Container color shall be reviewed and approved by the City.

B. **Labeling Requirements**

Imprinted or In-Mold Labels for New Containers or New Lids on or before July 1, 2025. Contractor shall imprint new Container bodies or lids with text or graphic images that indicate the primary materials accepted and the primary materials prohibited in that Container. Labels shall clearly indicate items that are Prohibited Container Contaminants for each Container. Prior to ordering any Containers or lids with in-mold labels, Contractor shall submit a sample of its proposed label, proposed location(s) for placement of labels on each type of Container, and its labeling plan to the City Contract Manager for approval.

C. **Container Standards**

(A) At the start of the term of this agreement, Contractor shall provide containers that are new or in "as new" condition, which means fully functional, well painted or otherwise uniformly colored with no visible rust or graffiti, and properly labeled.

(B) Contractor shall be responsible to maintain and replace all Containers/Carts the may be damaged or cosmetically flawed before the start of this agreement.

(C) Contractor shall change-out, or otherwise remedy, unsightly and/or non-compliant containers by the Customers next service day after receiving notice from the City. All Containers shall be maintained by Contractor in good repair, and any question as to the meaning of this standard shall be resolved by the Contract Manager.

(D) Contractor shall deliver Containers to each new Customer at no additional charge.

(E) Contractor shall ensure it maintains an accurate list that contains the total number of Carts, Bins, and Roll off containers at each service address or other identifying location associated with each account and the serial number or other identifying information associated with each Cart or Bin. Contractor shall keep this list up to date at all times, provide it to City upon request, and shall include a current updated list with each annual report as set forth in this agreement. In addition, Contractor shall provide this list to City within thirty (30) days of the Service Commencement Date.

(F) In exceptional circumstances or when a customer requests a service not included in Exhibit A, the Contract Manager may approve proposed fees to accommodate this request.

(G) Contractor shall, at Customer's request, refurbish, replace, and steam clean as necessary Bins and Roll off Boxes at no charge to Customers once per calendar year. Contractor shall also provide commercial customers receiving organic waste collection service with (2) two annual steam cleaning of containers. City may require the steam cleaning and/or replacement of containers more frequently if it determines such action is needed to protect public health and safety. Additional steam cleaning or replacement shall be provided at a charge not to exceed the maximum rate set forth in the City's fee schedule.

(H) Contractor shall remove any graffiti that appears on a Container within seventy-two (72) hours (Sundays and holidays accepted) after becoming aware of it at no charge to Customers. Each customer will receive one free switch out for graffiti per calendar year. Any subsequent switch-outs will be subject to the City's adopted fee resolution. All Bins and Roll off Boxes shall be kept freshly painted in a uniform fashion. All Bins and Roll off Boxes shall be identified with Contractor's name and phone number in letters not less than three inches high on its exterior so as to be visible and legible when the Container is placed for use.

(I) At a Customer's request, Contractor shall provide Bins with locking lids and locks and may charge rates to Customers for locking Bins which do not exceed the maximum rates set forth on Exhibit A.

(J) Contractor shall mark its Containers with conspicuous warning notices stating disposal of Hazardous Substances in the Containers is prohibited.

8.6.7 Missed Pick-ups

In case of a missed pick-up called in by a Customer, Contractor shall Collect Solid Waste and Recyclable Material from such Customer by 5:00 p.m. on the day of the call if Contractor was notified before 10:00 a.m. that same day or, for calls received after 10:00 a.m., within twenty-four (24) hours after the call is received. Records of the addresses of all missed pick-ups shall be maintained by Contractor and shall be reported to City on a monthly basis in accordance with Section 23.1. If Contractor demonstrates to the satisfaction of the Public Works Director a pattern of ongoing, two (2) or more incidents per month, late "set-outs" by a given Customer, missed pick-ups resulting from late set-outs by that Customer shall not be counted as missed pick-ups in evaluating Contractor's performance hereunder. The Customer service phone system required by Section 11.8 hereof is intended, among other things, to serve as a "hotline" for Customers to call in the event Solid Waste placed for Collection is not Collected by Contractor and to facilitate having such Solid Waste Collected as soon as reasonably possible, and in no event later than as required by the provisions hereof.

8.6.8 Record of Non-collection

As more fully set forth herein, Contractor shall Collect all Solid Waste placed for Collection by Customers in Containers, excepting materials that do not meet the definition of Solid Waste (such as hazardous materials) or which are commingled with such materials or when containers are overfilled. Whenever Contractor determines not to Collect any Solid Waste deposited for Collection, Contractor shall notify customer indicating the reason for Contractor's refusal to do so. Contractor shall maintain records of the date of such notice, street address, reason for non- collection, and a summary of any communications between Contractor and the Customer involved.

8.6.9 Commercial Bulky Item Service

Contractor shall provide Bulky Item Collection services to Commercial Customers on an on-call basis. Contractor may charge rates for such services. Bulky Item Collection service calls shall be responded to within a reasonable time but not longer than seven (7) days from the date of the Customer's call for service. Contractor shall produce, keep current, and provide public information specifically outlining the Bulky Item pick-up service.

8.6.10 Scout and/or Push Out Services

Certain Commercial Premises within the City Limits are uniquely configured such that Contractor may determine that a smaller vehicle may be needed to retrieve a Customer's Container in order for a regular Collection vehicle to service the Container ("Scout Service"). Certain Commercial Premises may be configured such that a Customer's Container must be manually moved in order to be serviced by a Collection Vehicle ("Push Out Service"). Contractor shall provide Scout Service and/or Push Out Service to Commercial Premises as it deems appropriate.

8.7 Other Collection Programs as May Be Required by Law

In the event CalRecycle, or any federal, state, or local law or regulation, imposes upon City or Contractor a requirement for the implementation of any source separated program for the Collection of any waste material (whether or not meeting the definition of Solid Waste hereunder) not already covered by this Agreement, whether Commercial or Residential in nature, Contractor shall design and present a program to City to comply with such requirement, which program shall meet the Public Works Director's reasonable approval ("Proposed Program"). Except with respect to programs which are required due to Contractor's failure to comply with the requirements of this Agreement, Contractor and City shall meet and confer in good faith to determine a fair and reasonable adjustment to the maximum rates set forth on Exhibit A in order to compensate Contractor for implementing said Proposed Program only, and the parties shall execute a written addendum to this Agreement to memorialize the cost adjustment for the Proposed Program.

In determining a fair and reasonable rate adjustment, City may consider the cost to Contractor in providing the Proposed Program. If City and Contractor cannot agree on a rate adjustment for the Proposed Program within one hundred eighty (180) days from the date City first requests Contractor design and present the Proposed Program to City, then City may enter into an agreement with another party for the services that would be provided by Contractor's Proposed Program and Contractor agrees that the Proposed Program shall be exempt from the exclusivity granted to Contractor in this Agreement, at a lower cost than the Contractor has proposed.

Contractor shall present the Proposed Program within sixty (60) days of a request to do so by City. The Proposed Program shall include a detailed description of the following: (1) Containers to be used and method of Collection; (2) equipment to be used (e.g., vehicle number, models, capacity, and age); (3) number of employees required for the Proposed Program; (4) materials to be Collected; (5) promotional and public education materials; (6) a two-year projected financial analysis of the estimated cost to the City of the Proposed Program's operations in an operating statement format, including documentation of the key assumptions underlying the projections, and the support for those assumptions; and (7) any other information required by City to evaluate the Proposed Program.

8.8 Temporary Services

Contractor shall provide Temporary Services on an on-call basis to any Customer requesting such service pursuant to the following conditions:

(A) Bins and Roll off Boxes utilized in connection with Temporary Services shall meet the minimum standards set forth herein.

(B) Temporarily placed Bins may be used for small cleanup type projects at Single Family and Multi-Family Dwellings; provided, however, Bins used for such purposes shall not remain at the same address for a period that exceeds two consecutive weeks. Bins may not be placed in any public rights-of-way so as to create a safety hazard or so as to block any right-of-way to a degree that it is not reasonably usable. Bins placed in City's rights-of-way shall be subject to such requirements as may be imposed by City, including without limitation the payment of fees as may be adopted by the City Council, and at a minimum shall be equipped with reflectors, reflective tape, reflective paint, or other reflective devises which, to the satisfaction of the Public Works Director , make such Bins reasonably visible to vehicle traffic at night.

(C) Contractor shall work with Customers subscribed to construction and demolition debris Collection services to ensure that requirements under the City's ordinance regulating the recycling and disposal of construction and demolition waste are met, including, but not limited to, ensuring that each covered project meets the minimum required diversion level. Contractor agrees to comply with all provisions of the ordinance, as may be amended from time to time, and to provide services for construction contractors in City as may be contemplated by any such ordinance (such as assistance in preparing plans for the collection, recycling and disposal of construction and demolition waste in accordance with this Agreement and providing data for reporting to the City).

(D) In addition to complying with any related requirements that may exist in any ordinance which may be in effect in City regulating construction and demolition waste, including specific diversion levels that may be required by any such ordinance, Contractor shall make all reasonable efforts to recycle all construction and demolition waste it Collects, especially to the degree such loads contain clean inert materials. Towards this end, Contractor shall make available to Customers involved in construction separate containers within which to Collect different types of marketable materials, such as dirt, steel, concrete and wood.

8.8.1 Warranties and Representations

Contractor warrants and represents that it is aware of and familiar with City's Source Reduction and Recycling Element (the "SRRE"), that it is familiar with City's waste stream, and that it has the ability to and will provide sufficient programs and services to ensure City will meet or exceed the diversion goals (including, without limitation, amounts of Solid Waste to be diverted, time frames for diversion, and any other requirements) set forth in AB 939, and all amendments thereto, and that it shall do so without imposing any costs or fees other than those set forth on the attached Exhibit A (including if it implements new programs to achieve such goals which are not called out herein).

8.8.2 Mutual Cooperation

City and Contractor shall reasonably cooperate in good faith with all efforts by each other to meet City's diversion and other compliance requirements imposed by AB 939 and other Applicable Laws. In this regard, City's obligations shall include, without limitation, making such petitions and applications as may be reasonably requested by Contractor for time extensions in meeting diversion goals, or other exceptions from the terms of AB 939 and other Applicable Laws.

8.8.3 Waste Reduction and Program Implementation

Contractor shall implement the programs identified in the SRRE immediately upon the Service Commencement Date hereof, and will implement any programs required by any amendments or modifications thereto. In meeting this obligation Contractor shall be mindful of and comply with all requirements of any applicable agreements between the City and the County of Tulare, including specifically, without limitation, the requirements thereof generally relating to (i) the delivery of Solid Waste only to transfer stations that provide quarterly certifications of Solid Waste delivered, and (ii) the disposal of residual Solid Waste that remains after recycling processes have been completed. On and after the Service Commencement Date, Contractor shall provide City with monthly, quarterly and annual written reports in a form adequate to meet City's AB 939 related filing and reporting requirements to CalRecycle and to the County of Tulare throughout the Term of this Agreement wherein City's performance under the above programs shall be set forth in detail. Contractor shall be responsible to prepare, or assist City with the preparation of, all reports and other information as may be required by any agency, including specifically, the State of California, in order to comply with AB 939. Contractor shall reimburse City for any costs City incurs in appearing before CalRecycle and/or the County of Tulare in relation thereto should it be determined the Contractor was at fault.

1. Disposal and Processing Plan for the Residential, Commercial, Multi-family and Industrial Waste

2. The waste from the GREY/BLACK Container collected from Residential, Multi-family and Commercial sources will be delivered to the Approved Disposal Facility.

3. The BLUE Container material collected from Residential, Multi-Family and Commercial sources will be delivered to the Approved Source Separated Recyclable Materials Processing Facility. At this facility, recyclables are sorted, consolidated and shipped to market.

4. The GREEN Container material collected from Residential, Multi-Family and Commercial generators will be delivered to the Approved Organic Waste Processing Facility and composted and blended in order to make a rich soil amendment available for the commercial market. Contractor, will ensure that the material coming from the City of Dinuba has a home and will not be landfilled or used as alternative daily cover (ADC).

8.8.4 Guarantee and Indemnification

Contractor warrants and guaranties that it will carry out its obligations under this Agreement and that it will at all times be in compliance with the requirements of all Applicable Laws including specifically AB 939 and SB 1383. The programs in this Agreement are designed to meet the implementation and education requirements of SB1383 and help the City achieve annual diversion requirements set by CalRecycle. The City's actual annual diversion rate depends on participation of businesses and residents, their respective adherence to program requirements and local code, the City's enforcement of applicable codes, and the City's implementation of other programs outside the scope of this Agreement. In this regard, Contractor agrees that it will, in addition to any other requirement contained herein, at its sole cost and expense:

8.8.4.1 to the fullest extent legally permitted, defend, with counsel approved by City, indemnify, and hold harmless City and City's officials, officers, employees, and agents from and against all fines and/or penalties and other liabilities which may be imposed by CalRecycle or any other regulatory agency if Contractor fails or refuses to timely provide information relating to its operations which is required pursuant to this Agreement or any Applicable Laws and such failure or refusal prevents or delays City from submitting reports required by Applicable Laws in a timely manner;

8.8.4.2 assist City in responding to inquiries from CalRecycle;

8.8.4.3 assist City in preparing for, and participating in, any review of City's SRRE pursuant to Applicable Laws;

8.8.4.4 assist City in applying for any extension if so directed by City ;

8.8.4.5 assist City in any hearing conducted by CalRecycle relating to City's compliance with Applicable Laws;

8.8.4.6 assist City with the development of and implement a public awareness and education program that is consistent with the City's SRRE, as well as any related requirements of Applicable Laws;

8.8.4.7 provide City with recycling, source reduction, and other technical assistance related to compliance with the Applicable Laws;

8.8.5 AB 939 and Applicable Laws Indemnification

Contractor shall be responsible for and pay, any fees, penalties or other costs imposed against the City by CalRecycle, and indemnify and hold harmless City from and against any fines, penalties, or other liabilities, levied against it for violation of AB 939's diversion requirements, or violation of any other provision of the Applicable Laws, arising from Contractor's performance, or lack thereof, of its obligations under this Agreement.

8.8.6 Guaranteed Minimum Contractor Recycling Rate

Contractor shall divert the Solid Waste it Collect's under this Agreement to ensure that the City is in full compliance with the CalRecycle's waste diversion requirements under AB939 for each calendar year beginning January 1, 2026 ("Recycling Diversion Requirement") as determined by CalRecycle's annual report calculations. Diversion of materials not Collected by Contractor shall be counted towards meeting the Recycling Diversion Requirement. For the purposes of this section, Contractor diversion includes only Recycling methods, composting or material conversion, and/or other forms of landfill diversion which are accepted by the State toward meeting the City's diversion goal under AB 939.

To comply with this section, Contractor is required to submit timely tonnage reports supporting the Recycling Diversion Requirement, and to provide supporting documentation as may be requested by City or its designee as part of, or independent of, an audit. Failure to meet, and fully support, the Recycling Diversion Requirement may result in City assessing liquidated damages in accordance with this Agreement.

8.8.7 Waste Generation/Characterization Studies

Contractor acknowledges that City must perform Solid Waste generation and disposal characterization studies periodically to comply with the requirements of AB 939. Contractor agrees to participate and cooperate with City and its agents and to accomplish studies and data collection and prepare reports, as needed and directed by City, to determine weights and volumes of Solid Waste Collected and characterize Solid Waste generated, disposed, transformed, diverted or otherwise handled/processed to satisfy the requirements of AB 939.

8.8.8 Indemnification

The Indemnification requirements in this Section 8 are in addition to and now limit the Contractor's indemnification obligations as specified in Section 27.

SECTION 9.
OTHER SERVICES

9.1 Transfer, Processing, and Disposal

Contractor shall Transport all Discarded Materials to the Approved Facilities designated herein and shall Transfer, Process, and Dispose of Discarded Materials in accordance with this section. The Approved Facilities shall be as follows and are in compliance with State requirements thereto:

1. Pena's Disposal, Inc Transfer Station
   Address: 12094 Ave 408, Cutler, CA 93615
2. Kochergen Farms Composting
   Address: 8163 W McKinley Ave, Fresno CA 93723
3. Visalia Landfill
   Address: 33036 Road 80, Visalia CA 93291
4. Avenal Landfill
   1200 Skyline Blvd, Avenal CA 93204
5. American Avenue Landfill
   18950 W American Ave, Kerman, CA 93630

9.2 Contamination Monitoring

SB 1383 Regulations (14 CCR Section 18984.5(g)) state that nothing in the regulations limits the City from adopting contamination standards, sampling, or noticing protocols that are more stringent or rigorous than the Container contamination minimization requirements of SB 1383 Regulations (14 CCR Section 18984.5). Cities may want to exceed the contamination monitoring requirements of SB 1383 Regulations (14 CCR Section 18984.5) to manage contamination levels to achieve their goals for reduction in Landfill Disposal and/or high quality and marketability of Recycled products and Compost, etc.

9.3 Contamination Monitoring Procedures

A. **General**. This Section presents inspection method(s) for Prohibited Container Contaminants to be used by the Contractor in conducting contamination monitoring required by this Agreement.

B. **Container Inspection Methods**.

1. **Option 1:** Physical Container Inspections. When Contractor's Hauler Route personnel dismounts from Collection vehicles to empty a Container, such personnel shall lift the Container lid and observe the contents. Upon finding Prohibited Container Contaminants in a Container, Contractor shall follow the contamination noticing procedures and contaminated Container handling protocols set forth in this Agreement.

2. **Option 2:** Visual Inspections via On-Board Monitoring System. For Collection vehicles with automated Collection service, the Collection vehicle hopper shall be equipped with a video camera and monitoring system. The Contractor's Hauler Route personnel shall observe, via the hopper video camera and monitoring system, the contents of the Containers as the materials are emptied into the vehicle. Upon finding Prohibited Container Contaminants in a Container, Contractor shall follow the contamination noticing procedures and contaminated Container handling protocols set forth in this Agreement.

3. **Option 3:** Visual Inspection via Remote Monitoring. Contractor shall install camera equipment in Containers and use a cloud-based software that will enable Contractor, City, and/or other applicable enforcement personnel to monitor and examine the contents of Single-Family, Multi-Family, and/or Commercial Containers using digital photographic images obtained from the cameras installed in the Containers. The digital images shall be maintained and accessible for examination through the Contractor's cloud-based software platform. Contractor will perform regular and frequent remote monitoring of each Container, automatically, manually, or in combination using the remote monitoring system.

   The Container monitoring system will capture digital pictures multiple times each day of the contents of the Container to document and visualize various layers of material in the Container. Capturing multiple digital pictures is necessary to detect Prohibited Container Contaminants throughout the Container.

C. **Actions upon Identification of Prohibited Container Contaminants**.

1. **Record Keeping**. The driver or other Contractor representative shall record each event of identification of Prohibited Container Contaminants in a written log or in the on-board computer system including date, time, Customer's address, type of Container (Blue, Green, or Gray/Black Container); and maintain photographic evidence, if required. Contractor shall submit this record to the Contractor's Customer service department, and Contractor's Customer service department shall update the Customer's account record to note the event, if the documentation if the on-board computer system did not automatically update the Customer's account

record. Contractor is required to regularly report any Containers that are not Collected due to Contamination.

2. **Identification of Excluded Waste**. If Contractor's personnel observe Excluded Waste in an uncollected Container, the Contractor's personnel shall issue a non-Collection notice for this Container and shall not Collect the Discarded Materials that contain Excluded Waste. Contractor's personnel shall record that observation and immediately inform their route supervisor. The route supervisor shall investigate and initiate applicable action within one (1) Business Day or sooner if the Hazardous Waste may cause immediate danger.

3. **Courtesy Pick-Up Notices**. Upon identification of Prohibited Container Contaminants in a Customer's Container, Contractor shall provide the Customer a courtesy pick-up notice. The courtesy pick-up notification shall: (i) inform the Customer of the observed presence of Prohibited Container Contaminants; (ii) include the date and time the Prohibited Container Contaminants were observed; (iii) include information on the Customer's requirement to properly separate materials into the appropriate Containers, and the accepted and prohibited materials for Collection in the Blue Container, Green Container, and/or Gray/Black Container; (iv) inform the Customer of the courtesy pick-up of the contaminated materials on this occasion with information that Contractor may assess contamination Processing fees or issue a non-Collection notice; and, (v) may include photographic evidence. Contractor shall leave the courtesy pick-up notice attached to or adhered to the Generators' contaminated Containers; at the Premises' door or gate; or, subject to City's approval, may deliver the notice by mail, e-mail, text message, or other electronic message. Contractor shall Collect the contaminated Source Separated Recyclable Materials or SSGCOW and Transport the material to the appropriate Approved Facility for Processing; or, Contractor may Collect the contaminated materials with Gray/Black Container Waste/Mixed Waste and Transport the contaminated materials to the appropriate Approved/Designated Facility for Disposal/ Processing.

4. **Notice of Assessment of Contamination Fees**. If the Contractor observes Prohibited Container Contaminants in a Generator's Container on two or more occasions, and issued courtesy pick-up notices on each of those occasions, the City may impose a contamination fee as identified in Attachment A (which will be adjusted annually pursuant to Section 10). Contractor shall leave a contamination fee notice attached to or adhered to the Generators' contaminated Containers; at the Premises' door or gate; or, subject to City's approval, may deliver the notice by mail, e-mail, text message, or other electronic message. The contamination fee notice shall describe the specific material(s) of issue, explain how to correct future set outs, and indicate that the Customer will be charged a contamination fee on its next bill. The format of the contamination fee notice shall be approved by the City Contract Manager.

5. **Non-Collection Notices.** Upon identification of Prohibited Container Contaminants in a Container in excess of standards agreed upon by the Parties or Excluded Waste, Contractor shall provide a non-Collection notice to the Generator. The non-Collection notice shall, at a minimum: (i) inform the Customer of the reason(s) for non-Collection; (ii) include the date and time the notice was left or

issued; (iii) describe the premium charge to Customer for Contractor to return and Collect the Container after Customer removes the Contamination; and, (iv) provide a warning statement that a contamination Processing fee may be assessed if Prohibited Container Contaminants are observed again. The non-Collection notice may include photographic evidence of the violation(s). The Contractor's notice of non-Collection may be left attached to or adhered to the Generator's Container, or at the Premises' door or gate at the time the violation occurs, or subject to City's approval, may be delivered by mail, e-mail, text message, or other electronic message. Contractor shall submit a sample of its non-Collection notice to the City Contract Manager for approval prior to implementing use of it with Customers.

6. **Communications with Customer**. Whenever a Container at the Premises of a Commercial or a Multi-Family Customer is not Collected, Contractor shall contact the Customer on the scheduled Collection day or within forty-eight (48) hours of the scheduled Collection day by telephone, email, text message, or other verbal or electronic message to explain why the Container was not Collected. Whenever a Container is not Collected because of Prohibited Container Contaminants, a Customer service representative shall contact the Customer to discuss and encourage the Customer to adopt proper Discarded Materials preparation and separation procedures. Contractor, its officers, directors, employees, agents, owners or representatives, will hold in trust and maintain any confidential Customer information; shall not use any confidential information for any purpose other than fulfillment of its services under this Agreement; and shall not disclose or otherwise make available any confidential Customer information to any third party or use this information for himself, herself, or itself, or for the benefit of any third party.

7. **Contractor Return for Collection.** Upon request from Customer, Contractor shall Collect Containers that received non-Collection notices within one (1) Working Day of Customer's request if the request is made at least two (2) Working Days prior to the regularly scheduled Collection Day. City shall bill Customer for the extra Collection service event ("extra pick-up") at the applicable City approved Rates.

D. Disposal of Contaminated Materials. If the Contractor observes Prohibited Container Contaminants in a Generator's Container(s), Contractor may Dispose of the Container's contents, provided Contractor complies with the noticing requirements above.

9.3.1 <u>Ongoing Contamination Monitoring</u>

1. **Route Personnel Monitoring**. Contractor shall assist on an ongoing basis in minimizing contamination by helping to educate Customers on acceptable and non-acceptable materials through ongoing education and outreach efforts and through on-going monitoring of the contents of Collection Containers. The ongoing Container monitoring shall be performed by Contractor using the method described in this Agreement.

2. **Noticing of Generators with Contamination, Non-Collection, and Disposal of Materials.** Upon finding Prohibited Container Contaminants in a Container, Contractor shall follow the contamination noticing procedures and contaminated

Container handling protocols set forth in this Agreement.

3. **Quarterly Reporting Requirements.** Contractor shall maintain records and report to the City quarterly on contamination monitoring activities and actions taken, in accordance with this Agreement.

9.4 Education and Outreach

Education by Contractor;

A. **General**. In order to promote public education, Contractor shall create all public education materials and conduct education programs and activities described in this Section at its expense.

B. **Program Objectives**. Contractor's public education and outreach strategy shall focus on improving Generators' understanding of the benefits of and opportunities for source reduction, Reuse, and Landfill Disposal reduction. In general, Contractor-provided public education and outreach, shall meet the content and distribution requirements of SB 1383, and should: (i) inform Generators about the services that are provided under this Agreement with specific focus on describing the methods and benefits of source reduction, Reuse, and reduction of Solid Waste Disposal; (ii) instruct Generators on the proper method for placing materials in Containers for Collection and setting Containers out for Collection with specific focus on minimizing contamination of Source Separated Recyclable Materials and SSGCOW; (iii) clearly define Excluded Waste and educate Generators about the hazards of such materials and their opportunities for proper handling; (iv) discourage Generators from buying products if the product and its packaging are not readily reusable, recyclable, or compostable; (v) inform Generators subject to Food Recovery requirements under SB 1383 Regulations of their obligation to recover Edible Food and actions they can take to prevent the creation of Food Waste; (vi) encourage the use of Compost; and, (vii) encourage Generators to purchase products/packaging made with Recycled-content materials. The cumulative intended effect of these efforts is to reduce each Generator's reliance on Contractor-provided Gray/Black Container Waste/Mixed Waste service and, ultimately, Disposal, and Contractor agrees to support and not undermine or interfere with such efforts

C. **Contractor Cooperation and/or Support for City Educational Efforts.** Contractor acknowledges that they are part of a multi-party effort to operate and educate the public about the integrated waste management system. Contractor shall cooperate and coordinate with the City Contract Manager on public education activities to minimize duplicative, inconsistent, or inappropriately timed education campaigns.

   Contractor shall obtain approval from the Contract Manager on all Contractor-provided public education materials including, but not limited to: print, radio, television, or internet media before publication, distribution, and/or release. City shall have the right to request that Contractor include City identification and contact information on public education materials and approval of such requests shall not be unreasonably withheld. The City reserves the right to direct the Contractor to modify the education and outreach program at any time.

D. **Annual Education Plan.** Annually, Contractor shall develop and submit an annual public education plan to promote the programs performed by Contractor under this Agreement. The annual public education plan shall present the education activities for the upcoming calendar year and shall be submitted with the Contractor's annual report. Each public education plan shall specify the target audience for services provided, include upcoming promotions for ongoing and known special events, identify program objectives, individual tasks, public education materials to be developed or updated, opportunities for expanded partnerships, a timeline for implementation, and an itemized description of how Contractor's annual public education budget will be spent. The City Contract Manager shall be permitted to provide input on each annual public education plan, and the plan shall not be finalized or implemented without approval of the City Contract Manager. Each plan's implementation success shall be measured according to the deadlines identified and products developed. Contractor shall meet with the City Contract Manager to present and discuss the plan. City Contract Manager shall be allowed up to fourteen (14) days after receipt to review and request modifications. The City Contract Manager may request, and Contractor shall not unreasonably deny, modifications to be completed prior to approving the plan. Contractor shall have up to fifteen (15) Business Days to revise the plan in response to any requested changes by the City Contract Manager.

E. **Annual and/or Ongoing Education Requirements.**

Specific Annual Educational Activities

1. Annual Notice of Requirements. Not less than once per year during each Rate Year, Contractor shall prepare and distribute to each Generator in the City a mailer that includes information specified in 14 CCR Section 18985.1(a). Such mailer shall be distributed by Contractor and City to all Residential and Commercial mailing addresses including individual Multi-Family Dwelling Units. Contractor shall also make this notice available in an electronic format through the Contractor's website.

2. Multi-Family and Commercial Customer Signage. Contractor shall provide all Multi-Family and Commercial Customers with Source Separated Recyclable Materials, SSGCOW, and Gray/Black Container Waste or Mixed Waste program guidelines, including posters to be placed in Collection areas and enclosures and other community areas at each Premises or building where Discarded Materials are stored, if practical depending on the availability of community areas.

3. Minimum Website Requirements. Contractor shall develop and maintain a website (with a unique URL specific to the City) that is specifically dedicated to the City to provide Generators with detailed service information. The website or webpage shall be accessible by the public, and shall include all education and outreach materials being provided, without requirement for login. Contractor shall update the website regularly so that information provided is current.

4. Instructional Service Guide. On or before July 1, 2025, Contractor shall prepare a service guide that describes available services, including how to

place Containers for Collection, which materials should be placed in each Container and prohibited materials, and provides Collection holiday schedule and a Customer service phone number. On or before July 1, 2025, the service guide shall be printed and delivered with each set of Containers distributed to a Generator and shall be delivered annually to all Generators. Contractor shall prepare different service guides for Single- Family, Multi-Family, Commercial Generators, and Commercial Edible Food Generators. Contractor shall, at its sole expense, revise, re-print, and redistribute service guides once every three (3) years or at least ninety (90) days prior to a change in the accepted or prohibited materials for any program. Contract shall make the service guide available in an electronic format through the Contractor's website. Contractor may provide an electronic version of the instructional service guide rather than a printed version, if requested by the Customer.

5. Annual Multi-Family Dwelling Unit Notices. Prior to the Commencement Date of this Agreement, Contractor shall obtain and track in its Customer information system(s) the number and addresses of dwelling units at each Multi-Family Premises serviced by Contractor. Contractor shall maintain this database by auditing the data at least once every three (3) years. At least annually, commencing no later than July 1, 2025, Contractor shall prepare and distribute notices to each Multi-Family Dwelling Unit at Multi-Family Premises serviced by Contractor. The annual notices shall be a minimum of two (2) pages (which may include the front and back of a single printed sheet), and shall include information on regulations governing Discarded Materials, Hazardous Waste, and toxic waste; City and State requirements to properly separate Discarded Materials (such as requirements of the Municipal Code and of State statutes and corresponding regulations, including, but not limited to, AB 341, AB 1826, and SB 1383); instructions on properly separating materials; waste prevention; services available; and any other information required by the City or by State regulations (including SB 1383 Regulatory requirements for education, pursuant to 14 CCR, Division 7, Chapter 12, Article 4). As an alternative, Contractor may comply with these requirements through preparation and distribution of an annual newsletter distributed to each Multi-Family Dwelling Unit that provides the same information. Contractor shall make notices and newsletters available in an electronic format through the Contractor's website. Contractor may provide an electronic version of the notices rather than a printed version, if requested by the Customer.

G. Provision of Educational Materials to Non-Compliant Entities. Contractor shall provide educational materials to non-compliant entities under this Agreement.

1. Education Materials for Property and Business Owners and Tenants

Contractor shall annually provide Property Owners and Commercial Business owners with public education materials for their distribution to all employees, contractors, and tenants. The Contractor's public education materials shall include, at a minimum, information about Organic Waste recovery requirements and proper sorting of Discarded Materials, and shall reflect content requirements described below. Contractor shall provide the following materials for this purpose: insert materials (such as, but not limited to, welcome packets, flyers, and signs). A Commercial Business or Multi-Family Property Owner may request these materials more frequently than the standard annual provision if needed to comply with the requirement of 14 CCR Section 18984.10 for Commercial Businesses and Multi-Family Property Owners to provide educational information to new tenants and employees before or within fourteen (14) days of occupation of the Premises. In this case, the Commercial Business or Multi-Family Property Owner may request delivery of materials by contacting the Contractor's customer service department not later than two (2) weeks in advance of the date that the materials are needed.

2. Education Requirements for Commercial Edible Food Generators

Franchisee shall provide City with necessary data and reporting to determine which customers are considered tier 1 and tier 2 commercial edible food generators.

At least annually, the Franchisee shall provide Commercial Edible Food Generators with the following information:

- Information about the City's Edible Food Recovery program;
- Information about the Commercial Edible Food Generator requirements under 14 CCR, Division 7, Chapter 12, Article 10;
- Information about Food Recovery Organizations and Food Recovery Services operating within the City, and where a list of those Food Recovery Organizations and Food Recovery Services can be found; and,
- Information about actions that Commercial Edible Food Generators can take to prevent the creation of Food Waste.

H. **Material Distribution Methods**

Contractor shall use the following methods to provide education information to Customers. All materials are to be approved by the City prior to distribution.

1. Printed materials. Contractor shall provide printed education materials to at a level reasonably required to support collection programs. The Contractor shall be responsible for the design, printing, and distribution of these materials. All Contractor-printed public education materials shall, at a minimum, use recycled paper and/or be made of recycled material. The Contractor will use 30% post-consumer paper and procure printed materials from local businesses when economically feasible.

2. Electronic materials and website content. Contractor shall provide electronic and website content for education and outreach materials, which may include, but are not limited to: digital graphics, digital versions of print materials, social media posts, and blog posts. The Contractor shall be responsible for the design, posting,

and electronic distribution of these materials.

I. **Non-English Language Requirements**

In accordance with 14 CCR Section 18985.1(e), the Contractor shall make all public education and outreach materials required by this Section available in English, Spanish, and any other non-English language spoken by a substantial number of public provided organic waste collection services within the City by Contractor pursuant to this Agreement.

J. **Record Keeping and Reporting Requirements**

Contractor shall comply with the public education and outreach record keeping and reporting requirements of this Agreement.

K. **Personnel**

1. Public Education Outreach Coordinators: The Contractor shall designate at a staff member to serve as Outreach Coordinator. The duties of the Outreach Coordinator shall be focused on public education, community outreach, Commercial and Multi-Family site visits, and technical assistance. The Outreach Coordinator shall educate Customers and Customers' employees on the importance of Recycling, Food Recovery, resource recovery, Landfill Disposal reduction, as well as all State, federal, County, local, and City mandates, including SB 1383 and SB 1383 Regulations; and shall work with Customers to implement services, increase participation in Source Separated Recyclable Materials and SSGCOW Collection programs, and reduce contamination. The Outreach Coordinator shall identify potential organizations and partners involved with Food Recovery and resource recovery. The Outreach Coordinator shall be responsible for implementing the education plans and programs specified in this Section.

9.5 Technical Assistance Program

1. Technical Assistance by Contractor

A. Organizing and Conducting Direct Generator Outreach.

1. Site Visits and Waste Assessments

At least 120 days prior to December 31, 2025 the, Contractor will provide an outreach and technical assistance plan to City for approval identifying the site visit schedule for which to send a Contractor representative to visit each Multi-Family and Commercial Generator's Premises for the purpose of assessing how much Source Separated Recyclable Materials and SSGCOW is being Disposed; assessing the Source Separated Recyclable Materials and SSGCOW Collection Service Levels needed to meet the requirements of SB 1383 Regulations; and encouraging all Generators to establish Source Separated Recyclable Materials and SSGCOW. Contractor shall contact Multi-Family and Commercial Customers and provide site visits according to the City -approved schedule. Contractor will also provide a site visit to any Multi-Family and Commercial Generator that requests a site visit, even if it is ahead of schedule.

Beginning July 1, 2025, and annually thereafter, Contractor representative shall follow up with Multi-Family and Commercial Generators who are required to participate in Source Separated Recyclable Materials and SSGCOW Collection service under Applicable Law, including but not limited to AB 341, AB 1826, and SB 1383 and corresponding regulations. The Contractor shall ensure that these Generators are participating in the Source Separated Recyclable Materials and SSGCOW Collection Service. If the Generator is not in compliance or not participating, the Contractor representative shall assist the Customers with selecting appropriate Containers and Container sizing, identify acceptable Discarded Materials Collection services as set forth in the Agreement, and attempt to resolve any logistical barriers to providing Source Separated Recyclable Materials and SSGCOW Collection service. Contractor shall provide ongoing, on-site training for Commercial Generators' staff, including, but not limited to: management, kitchen staff, service employees, and janitorial staff; and Multi- Family Customers' staff, including but not limited to: the Property Manager, janitorial staff, maintenance, and any other on-site staff members or contractors that handle Discarded Materials.

For each on-site waste assessment conducted by Contractor, Contractor shall include documentation of the items listed below. City reserves the right to request Contractor's documentation of additional information and shall authorize the format for required information.

a. Pictures of material in all Containers;
b. Characteristics of the property, business, and Generator type;
c. Written recommendations for the appropriate Service Level for each material type;
d. Provision of outreach and education materials appropriate to the Generator type;
e. Determination of signage placement;
f. Determination of any on-going training needs;
g. Determination of any access needs;
h. Documentation of any special service needs (such as, but not limited to, seasonal Collection service, automated on-call compactor, etc.); and,
i. Documentation of records of communications with the Generator.

2. <u>SB 1383 Regulations Assessment</u>

Beginning November 1, 2025, the Contractor shall conduct an SB 1383 Regulations assessment for each Multi-Family and Commercial Generator within the Contractor's Collection service area. Thereafter, Contractor shall conduct an assessment for each new Multi-Family and Commercial Generator within the Contractor's Collection service area to evaluate Generator's compliance with SB 1383 Regulations. The assessment shall identify requirements for the regulated entity under SB 1383 Regulations (including, but not limited to, specific requirements for Commercial Edible Food Generators) and assess the current level of compliance with those requirements. All existing Source Separated Recyclable Materials and SSGCOW Disposal reduction programs shall be noted and quantified in the assessment documentation. The Contractor shall identify opportunities for reduced Disposal of Source Separated Recyclable Materials and SSGCOW, including source reduction and Edible Food Recovery.

Discarded Materials. Contractor shall provide ongoing, on-site training for:
(i) Commercial Generators' staff regarding SB 1383 Regulatory requirements, including, but not limited to: management, kitchen staff, service employees, and janitorial staff; and,
(ii) Multi-Family Customers' staff, including, but not limited to: the Property Manager, janitorial staff, maintenance, and any other on-site staff members or contractors that handle Discarded Materials.

Contractor shall attend four (4) City -held events per calendar year. Contractor shall provide adequate staff to set up a table with educational information and be available on- site to answer technical questions from residents, inform residents of upcoming workshops, and/or schedule meetings, upon request, with individual Generators.

By request of a Generator or the City, Contractor shall schedule and conduct an in-person or phone meeting with the Generator to discuss and assess their service needs and compliance with existing and/ or upcoming programs and Applicable Law. The Contractor shall provide additional technical assistance as needed, which may include, but is not limited to site visits and waste assessments. The Contractor shall follow up with the Generator in person or by phone no later than ten (10) days after the initial meeting to assess the Generator's compliance with existing and upcoming programs under this Agreement and Applicable Law.

B. Record Keeping and Reporting Requirements.

Contractor shall maintain records of all technical assistance activities and educational materials conducted pursuant to this Section and submit reports to the City in accordance with this Agreement.

C. Record Keeping and Reporting Requirements.

The City shall be responsible for record keeping and reporting requirements for the technical assistance program. Upon request, the Contractor shall provide any relevant data or information to the City that is needed for the completion of record keeping and/or reporting requirements. Contractor shall respond to any request for information from the City in a timely manner, not to exceed five (5) business days after receipt of the request.

3. <u>Grant funding support</u>

Upon request, Contractor shall assist the City with available grants by actively seeking, writing, and managing grants, and reporting grant funding sources and uses at no additional cost, limited to non-competitive grants.

9.6 <u>Billing</u>

A. **General Billing Requirements.**

1. **City Responsible for Residential Billing.** Contractor shall work with City to establish correct and complete list of services provided to all residential billing accounts that are part of the City's existing utility billings. On a monthly/quarterly basis the Contractor will provide records to substantiate services to be provided in the upcoming month/quarter necessary to produce accurate billing by the City. The rate for residential services shall include all City-identified fees as established in initial rate setting and any rate adjustments that occur during the term of this Agreement.

2. **City Responsible for Commercial Billing**.
Contractor shall work with City to establish correct and complete list of service provided to all commercial billing accounts. On a monthly/quarterly basis the Contractor will provide records to substantiate services to be provided in the upcoming month/quarter necessary to produce accurate billing by the City. The rate for commercial services shall include all City-identified fees as established in initial rate setting and any rate adjustments that occur during the term of this agreement."

3. **Contractor Responsible for all Non-Recurring and Temporary Service Billings**. Contractor shall bill Customers for any non-recurring or temporary collection services provided, including any ancillary charges approved by the City. Such billing shall not include Street Sweeping and Alley Clean-up Fees. However, these billings must include the City's franchise fee, which shall be remitted to the City quarterly. Contractor shall be responsible for collecting bad debt. No individual contracts shall be executed between Contractor and Customer for non-recurring or Temporary Service unless approved in writing by the City Contract Manager.

4. **Records**. Contractor shall maintain copies of all billings and receipts, each in chronological order, for the Term of this Agreement, for inspection and verification by the City Contract Manager or their designee, at any reasonable time but in no case more than five (5) business days after receiving a request to do so.

B. **Application of Contamination Surcharges**. In accordance with this Agreement, the Contractor will provide records to the City to substantiate contamination Processing fees on Customers with repeated occurrences of excess contamination. Any contamination Processing fees to be assessed for a Customer shall be included and itemized on the Customer's invoice for the billing period in which the Contractor notified the Customer of the assessment of the contamination Processing fee.

C. **Universal Enrollment Process**. City requires that Generators are enrolled in Collection services that comply with the Municipal Code. Contractor shall assist the City in ensuring that the enrollment of Generators occurs in a timely and efficient manner. City and Contractor shall cooperatively develop and agree to a process no later than July 1, 2025. Contractor shall maintain records and provide reports necessary for the City to verify the City -wide enrollment of Generators.

9.7 <u>Generator Waivers</u>

A. City may grant the following waivers to Generators that impact the scope of Contractor's provision of service for those Customers. Waivers issued shall be subject to compliance with SB 1383 Regulatory requirements, pursuant to 14 CCR Section 18984.11, or other requirements specified by the City.

1. **De Minimis Waivers.** The City may waive a Multi-Family's, Commercial Business', or its Property Owner's obligation to comply with some or all of the Source Separated Recyclable Materials and SSGCOW requirements set forth in this Agreement, SB 1383 Regulations, and the Municipal Code if the Multi-Family, Commercial Business, or its Property Owner provides acceptable documentation or the City has evidence demonstrating one of the de minimis conditions applies.

2. **Physical Space Waivers.** The City may waive a Multi-Family's, Commercial Business', or its Property Owner's obligation to comply with some or all of the Source Separated Recyclable Materials or SSGCOW Collection service requirements set forth in this Agreement, SB 1383 Regulations, and the Municipal Code Section if the Multi-Family, Commercial Business, or its Property Owner provides documentation, or the City has evidence from its staff, the Contractor, licensed architect, or licensed engineer demonstrating that the Premises lacks adequate space for Blue Containers and/or Green Containers.

B. **Contractor Waiver Request on Behalf of Generator**. Upon reasonable belief that a Generator may qualify for a de minimis or physical space waiver, the Contractor may submit a request to the City to grant a waiver to the Generator, provided that adequate evidence of the de minimis, physical space, or Third Party/Internal Program is submitted.

C. **Contractor Recordkeeping of Generators Granted Waivers.** Upon Contractor request, no more than four (4) times per year, the City shall provide Contractor an updated listing of waivers approved by the City, including the Generators' names, mailing address, service address, and type of waiver. Contractor shall maintain waiver-related records and report on waiver verifications and/or reverifications if requested by City.

9.8 Service Waiver Program Coordination

A. **Processing Facility Temporary Equipment or Operational Failure Waiver**

1. **Notification to the City.** The Contractor, or their Subcontractor (such as a Facility operator), shall notify the City of any unforeseen operational restrictions that have been imposed upon an Approved/Designated Facility by a regulatory agency or any unforeseen equipment or operational failure that will temporarily prevent an Approved/Designated Facility from Processing and recovering Source Separated Recyclable Materials, SSGCOW, or Mixed Waste. The Contractor or Subcontractor shall

notify the City as soon as possible and no later than two (2) days from the time of the incident. The notification shall include the following: (i) name of Approved/Designated Facility; (ii) the Recycling and Disposal Reporting System Number of the Approved/Designated Facility; (iii) date the Approved/Designated Facility became unable to Process Source Separated Recyclable Materials, SSGCOW, or Mixed Waste;

(iv) description of the operational restrictions that have been imposed upon the Approved/Designated Facility by a regulatory agency or unforeseen equipment failure or operational restriction that occurred; (v) the period of time the Contractor anticipates the temporary inability of the Approved/Designated Facility to Process Source Separated Recyclable Materials, SSGCOW, or Mixed Waste; (vi) Contractor's proposed action plan to deliver materials to an Alternative Facility for Processing or Contractor's request for waiver to deliver Source Separated Recyclable Materials, SSGCOW, or Mixed Waste to the Approved Disposal Facility.

2. **Use of Alternative Facility or Waiver for Disposal of Materials.** Upon notification by Contractor or Subcontractor of an Approved/Designated Facility's inability to Process materials, City shall evaluate the notification and determine if City shall require Contractor to use an Alternative Facility or allow the Contractor to Transport the Source Separated Recyclable Materials, SSGCOW, or Mixed Waste to the Approved/Designated Disposal Facility for Disposal on a temporary basis for a time period specified by the City . Upon City's decision, the City shall notify the Contractor of its requirement to use an Alternative Facility for Processing or to use the Approved Disposal Facility for Disposal, and the period of time that the City will allow the Source Separated Recyclable Materials, SSGCOW, or Mixed Waste to be redirected to the Alternative Facility or Approved/Designated Disposal Facility. Pursuant to 14 CCR Section 18984.13, the approved Disposal period shall not exceed ninety (90) days from the date the Approved/Designated Facility's Processing restriction or failure commenced. In such case, the Contractor must receive written permission from the City Contract Manager prior to depositing any Discarded Material in a Landfill.

3. **Record Keeping and Reporting.** Contractor shall maintain a record of any Approved Facility incidents and report this information to the City.

B. **Disaster Waivers.** In the event of a disaster, the City may grant Contractor a waiver of some or all Discarded Materials Collection requirements under this Agreement and 14 CCR, Division 7, Chapter 12, Article 3 in the disaster-affected areas for the duration of the waiver, provided that such waiver has been approved by CalRecycle. Any resulting changes in Collection requirements shall be addressed as a change in scope in accordance with this Agreement.

C. **Quarantined Waste.** If approved by the City, the Contractor may Dispose of specific types of SSGCOW that are subject to quarantine and meet the requirements described in 14 CCR Section 18984.13(d) for a period of time specified by the City or until City provides notice that the quarantine has been removed and directs Contractor to Transport the SSGCOW to the Approved/Designated Facility(ies) for such material.

9.9 <u>Inspection and Enforcement</u>

Contractor Performance of Compliance Reviews;

A. **Annual Compliance Reviews**

1. **General.** Contractor shall perform compliance reviews described in this Section commencing January 1, 2026, and at least annually thereafter, unless otherwise noted.

2. **Commercial Generator Compliance Reviews.** The Contractor shall complete a compliance review of all Multi-Family and Commercial Customers that generate two (2) cubic yards or more per week of Solid Waste, including Organic Waste, to determine their compliance with: (i) Generator requirements under the City's Discarded Materials Collection program; and, (ii) if applicable for the Generator, Self-Hauling requirements pursuant to 14 CCR Section 18988.3 and Section 7.21 of the Municipal Code, including whether a Multi-Family or Commercial Business is complying through Back-Hauling SSGCOW and/or Source Separated Recyclable Materials and/or SSBCOW. The compliance review shall mean a "desk" review of records to determine Customers' compliance with the above requirements and does not necessarily require on-site observation of service; however, the City may request that the Contractor perform an on-site observation of service in addition to or in lieu of the desk review if needed to obtain the required information.

3. **Annual Hauler Route Review.** Beginning in 2025 and annually thereafter, on a date determined by the Contract Manager, the Contractor shall conduct annual Hauler Route reviews of Commercial, Multi-Family, and Single-Family Generators for compliance with the City's Discarded Materials Collection program and Container contamination monitoring. These Hauler Route reviews may be performed concurrently with the contamination monitoring Hauler Route reviews, provided that Contractor documents a reasonable sampling of Generators for which compliance with the City's Discarded Materials Collection program during the Hauler Route review was assessed.

B. **Generator Waiver Inspections**. Contractor shall verify Multi-Family and Commercial Generator de minimis and physical space constraint waivers, if applicable, at least once every five (5) years from the date of issuance of the waiver, and verify Collection frequency waivers at least once every two (2) years from the date of issuance of the waiver.

C. **Compliance Review Process**

1. **Number of Reviews**. The Contractor shall conduct a sufficient number of compliance reviews, Hauler Route reviews, and inspections of Generators, to adequately determine the Generators' overall compliance with SB 1383 Regulations, AB 1826, AB 341, and the Municipal Code. City reserves the right to require additional inspections, if the City determines that the amount of inspections conducted by the Contractor is insufficient. City may require the Contractor to prioritize inspections of entities that the City determines are more likely to be out of compliance.

2. **Non-Compliant Entities**. From July 1, 2025 through December 31, 2025, when compliance reviews are performed by Contractor, Contractor shall provide educational materials in response to violations. Contractor shall provide these educational materials to the non-compliant Customers and Generators within ten (10) days of determination of non-compliance or immediately upon determination of non-compliance if such non-compliance is determined during an inspection or Hauler Route review. Contractor shall document the non-compliant Customers and Generators and the date and type of education materials provided, and shall report such information to the City. Beginning January 1, 2026, the Contractor shall, in addition to providing the education materials described in this subsection, document non-compliant Customers and Generators determined through Contractor's compliance reviews, and shall report all Customers and Generators with violations of SB 1383 Regulations to the City in accordance with this

Agreement. The City shall be responsible for subsequent enforcement action against the Generators.

3. **Documentation of Inspection Actions.** The Contractor shall generate a written and/or electronic record and maintain documentation for each inspection, Hauler Route review, and compliance review conducted.

9.10 Service Complaints

A. **Documentation of Complaints.**

1. **General**. The Contractor agrees to maintain a computer database log of all oral and written complaints received by Contractor from Customers or other Persons. Contractor shall be responsible for the prompt and courteous attention to, and prompt and reasonable resolution of, all Customer complaints. Contractor agrees to document and maintain for a period of at least twelve (12) months on a form or log all Complaints registered by Customers and Persons, in accordance with this this Agreement. Contractor shall record complaints received related to SB 1383 Regulatory non-compliance in its log in a manner further described in subsection A.2 below.

2. **SB 1383 Regulatory Non-Compliance Complaints**.

For complaints received in which the Person alleges that an entity is in violation of SB 1383 Regulations, Contractor shall document the information and shall provide this information in a brief complaint report to the City for each SB 1383 Regulatory non-compliance complaint within seven (7) days of receipt of such complaint, and a monthly summary report of SB 1383 Regulatory non-compliance complaints received.

B. **Investigation of SB 1383 Regulatory Non-Compliance Complaints**.

1. **Investigation**. Contractor shall commence an investigation, within ninety (90) days if desired of receiving a complaint in the following circumstances: (i) upon Contractor receipt of a complaint that an entity may not be compliant with SB 1383 Regulations and if City determines that the allegations against the entity, if true, would constitute a violation of SB 1383 Regulations; and, (ii) upon City request to investigate a complaint received by City, in which City determines that the allegations against the entity, if true, would constitute a violation of SB 1383 Regulations. Contractor is required to investigate complaints against Customers and Generators, but not against Food Recovery Organizations, Food Recovery Services, and other entities regulated by SB 1383 Regulations.

Contractor shall investigate the complaint using one or more of the following methods:

a. Reviewing the Service Level of the entity that may not be compliant with SB 1383 Regulations;

b. Reviewing the waiver list to determine if the entity has a valid de minimis, physical space constraint, or Collection frequency waiver;

c. Reviewing the Self-Haul registration list to determine if the entity has registered and reviewing the entities reported Self-Haul information;

d. Inspecting Premises of the entity identified by the complainant, if warranted; and/or,

e. Contacting the entity to gather more information, if warranted.

2. **Reporting**. Within ten (10) days of completing an investigation of an SB 1383 Regulatory non-compliance complaint, Contractor shall submit an investigation complaint report that documents the investigation performed and recommends to City on whether or not the entity investigated is in violation of SB 1383 Regulations based on the Contractor's investigation. The City shall make a final determination of the allegations against the entity.

9. 11 Provision of Recovered Organic Waste Products Compost or Mulch Reserved for City

Contractor shall make available for City at least one hundred (100) cubic yards of bulk Compost (or the equivalent volume of Mulch, as determined by Calrecycle's procurement targets) per calendar year for use in City parks and facilities or for giveaways to residents. City will notify Contractor as to the City's needs for delivery of finished Compost or mulch throughout the calendar year. Contractor shall deliver Compost within thirty (30) days request to any accessible location within City limits. If City does not use Compost made available by Contractor by the end of the calendar year, the City no longer retains the right to use that bulk compost allocation that was reserved for that calendar year. Any of the bulk Compost allotment that is not requested by the City during the calendar year shall not carry over into the next calendar year. Upon request, Contractor shall provide City with Compost lab results and specifications. All Compost or Mulch provided by Contractor must meet or exceed the quality requirements under SB1383.

SECTION 10.
MINIMUM STANDARDS FOR CONTRACTOR'S SOLID WASTE HANDLING SERVICE COLLECTION VEHICLES

10.1 General

Contractor shall provide vehicles for the Collection of Solid Waste ("Collection Vehicles") that are sufficient in number and capacity to efficiently perform the work required by this Agreement in strict accordance with its terms. Contractor is expressly obligated to provide such Collection Vehicles and routes as are required to meet the service standards set forth herein. Contractor shall have available on Collection days sufficient back-up vehicles for each type of Collection Vehicle used to respond to complaints and emergencies. Upon or prior to the Effective Date of this Agreement and prior to the start of any extension period of this Agreement pursuant to Section 6, Contractor shall provide City with a report all vehicles designated for service in the City.

10.2 Air Quality/Fuel Requirements

Contractor's Collection Vehicles shall comply with all rules and regulations of any regulatory body that may be in effect during the Term of this Agreement, as well as other federal, state and local laws and regulations that may be enacted during the Term of this Agreement. Contractor's Collection Vehicles shall meet or exceed such air quality standards as may be adopted by the forgoing regulatory bodies during the Term.

A. **Vehicle Fuel Types**

Contractor Collection vehicles will primarily be powered by Renewable Natural Gas (RNG), Compressed Natural Gas (CNG), Liquefied Natural Gas (LNG), Electrical Power and under twelve (12) years of age no later than July 1, 2029. The City approves the use of diesel fueled roll-off trucks and backup trucks that meet the twelve (12) year requirement. Contractor shall ensure compliance with all California Air Resources Board (CARB) regulations When reasonably available and priced within 5% of the cost of Contractor's standard fuel type, Contractor shall purchase fuel generated by a facility or source approved by CalRecycle to offset City's procurement responsibilities as specified by SB 1383 Regulations (14 CCR Section 18993.1). Contractor shall comply with this requirement no later than July, 1 2025. Upon City's request, Contractor shall obtain and provide the City with a written certification by an authorized representative of the publicly-owned treatment works or the wheeling agreement service provider. If there is not a source that meets the SB1383 Regulations (14 CCR Section 18993.1) by January 1, 2026, the Contractor and the City agreed to meet and discuss an alternative compliance path to meet this requirement of the Agreement.

10.3 Specific Requirements

Each Collection Vehicle utilized by Contractor in the performance of this Agreement shall meet the following minimum standards:

(A) Each Collection Vehicle must be fueled by a City approved Fuel Type.

(B) Each Collection Vehicle shall be registered with the California Department of Motor Vehicles.

(C) Each Collection Vehicle shall be inspected regularly by Contractor to ensure it meets the requirements of the California Vehicle Code and the California Highway Patrol. Contractor shall provide copies of its Biannual Inspection of Terminal ("BIT") inspection reports to City within 30 days of its receipt of such reports and shall make all records related to its vehicles, including Contractor's maintenance records, available to City upon request by the Contract Manager.

(D) Each Collection Vehicle shall be equipped with devices capable of covering every open section of the vehicle in which Solid Waste may be placed and, while operating upon the public rights-of-way, shall be covered so as to prevent any Solid Waste from falling or being blown or otherwise dislodged from the vehicle.

(E) Each Collection Vehicle shall be continuously maintained so as to both: (1) meet the highest industry standards with regards to efforts to prevent liquid from leaking and to the degree possible ensure each Collection Vehicle is "watertight" and "leak-proof" and, (2) at all times comply with the provisions of all laws and regulations including the Vehicle Code and any applicable NPDES permit, with regard to materials leaking from

Collection Vehicles. Contractor shall be responsible to promptly clean any spillage or Solid Waste that leaks or otherwise escapes the vehicle. Failure to do so could result in the City Levying liquidated damages pursuant to section 18.7 of this agreement.

(F) As frequently as determined necessary by the Contract Manager, each Collection Vehicle shall be painted, shall have routine body work performed, and shall be cleaned, so that such vehicles do not become unsightly, as determined by the Contract Manager. Each vehicle shall be painted with Contractor's colors and identifying information as required herein.

(G) Contractor's name, , and a vehicle number shall be visibly printed or painted in letters not less than five (5) inches in height so as to be legible on both sides of each Collection Vehicle. Any other information or signage printed, painted, or displayed on Contractor's Collection Vehicles, when such Vehicles are providing Collection services within City Limits, shall be subject to approval by City.

(H) Each Collection Vehicle shall be maintained in a clean and sanitary condition both inside and out.

(I) Each Collection Vehicle shall carry a broom, shovel, and operable fire extinguisher, and shall be equipped with a communication device sufficient to allow the driver to communicate directly with Contractor's dispatcher and/or main office.

(J) Each Collection Vehicle shall be kept in good repair and working order, and shall be equipped with appropriate safety equipment, including any new safety related technologies that become standard in the waste industry, and at a minimum shall have a video monitor-based back-up system, or its equivalent. Contractor shall keep a reasonable supply of replacement parts and equipment on hand to ensure adequate vehicle maintenance and timely and continuous performance of the services contemplated by this Agreement.

(K) Contractor shall provide on-board driver tablets, GPS tracking, truck cameras, and integrated customer account software to display real-time service activity. Under no circumstances can collection vehicles be in poor repair and appearance at any time during franchise agreement. Contractor shall inspect each Collection Vehicle daily to ensure that all equipment is operating properly. Collection Vehicles which are not operating properly shall be removed from service until repaired and operating properly. Contractor shall perform all scheduled maintenance functions upon Collection Vehicles in accordance with the manufacturer's specifications and schedule. Contractor shall repair, or arrange for the repair of, all of its vehicles and equipment for which repairs are needed because of accident, breakdown or any other cause so as to maintain all equipment in a safe and operable condition. Contractor shall keep accurate records of all Collection Vehicle maintenance and repair, recorded according to date and mileage, including signed verifications that repairs and maintenance has been properly performed, and shall make such records available to City upon request.

(L) No Collection Vehicle shall be utilized if it is leaking brake, hydraulic, or other fluids, and Contractor shall clean up any leaks or spills from their vehicles per the NPDES permits in effect at the time. No fluids shall be washed into storm drains at any time. All NPDES dry-cleaning measures shall be complied with. All Collection Vehicles must be equipped with absorbent for such cleanup efforts. Liquidated damages shall apply after five (5) occurrences per calendar year.

(M) Upon request, Contractor shall furnish City a written inventory of all equipment, including Collection Vehicles, used in providing service pursuant to this Agreement. This inventory shall list all equipment by manufacturer, ID number, date of acquisition, type and City.

(N) Contractor shall utilize Collection Vehicles of a size, weight, nature, and type so as to not be unreasonably intrusive on the community with respect to noise, emissions, maneuverability, safety, and other factors and to avoid or minimize pavement damage and wear and tear of the street or adjacent properties, as approved by the Contract Manager.

(O) Contractor shall not load Collection Vehicles in excess of the manufacturer's recommendations or limitations imposed by state or local laws or regulations.

(P) By the end of year three (3) of the franchise agreement no recurring collection vehicle can be over 12-years of age. Recurring operational issues may result in administrative penalties.

Fleet inventory shall adhere to at least the following replacement schedule:

6/30/2029	No vehicle model older than 2017
6/30/2030	No vehicle model older than 2018
6/30/2031	No vehicle model older than 2019
6/30/2032	No vehicle model older than 2020
6/30/2033	No vehicle model older than 2021
6/30/2034	No vehicle model older than 2022
6/30/2035	No vehicle model older than 2023

(Q) All Collection Vehicles used by Contractor to perform Collection services under this Agreement shall be equipped with on-board routing systems capable of tracking vehicle miles traveled (VMT). VMT systems must be capable of generating reports as requested by City. In addition, all Collection Vehicles shall, at a minimum, be equipped with a global positioning system (GPS) and Contractor shall be able to provide evidence of the route location of each Collection Vehicle throughout each service day.

(R) All Collection Vehicles used by Contractor to perform Collection services under this Agreement shall be equipped with monitoring/safety equipment to aid drivers in identifying pedestrians and bikers near the collection vehicle.

10.4 <u>Costs of Operation and Damages</u>

Contractor shall be responsible for any costs incurred in connection with ensuring all Collection Vehicles comply with all Applicable Laws, including without limitation any such laws and regulations that may now exist or hereinafter be adopted relating to noise, fuels, emission standards, or weight limits.

10.5 City Inspection

City may cause or require any Collection Vehicle used in performance of this Agreement to be inspected and tested at any time and in such manner as may be appropriate to determine that the vehicle is being maintained in compliance with the provisions of this Agreement.

10.6 Correction of Defects and Removal of Vehicles from Use within City

Contractor agrees to immediately remove from service, and replace or repair, to the City's satisfaction, any Collection Vehicle which City determines to be of unsightly appearance, unsafe, unsanitary, leaking, out of compliance with any law or regulation or this Agreement, or otherwise in an unsatisfactory operating condition; and any such vehicle shall not be returned to service until the Contract Manager gives his written consent for its return.

SECTION 11.
CONTRACTOR'S SOLID WASTE HANDLING SERVICE PERSONNEL

11.1 Uniforms

Each of Contractor's Collection employees shall wear a clean uniform bearing Contractor's name. Uniforms must be well maintained and in good condition.

11.2 Identification of Employees

Contractor shall provide identification badges, cards or similar devices, for all of its employees, and all authorized subcontractors, who may make personal contact with residents of the City. City may require Contractor to notify Customers yearly, or more frequently if determined necessary by City, of the form of said identification.

11.3 Employee List

Contractor shall provide a list of current employees and authorized subcontractors to City upon request.

11.4 Driver's License

Each employee operating a vehicle as part of his or her duties shall, at all times, carry a valid operator's license for the type of vehicle he or she is operating.

11.5 Screening of Field Employees

Contractor shall make all reasonable efforts to determine if its employees working in the field (i.e., drivers of Collection Vehicles, and employees otherwise involved in Collection at Customer Premises) have been convicted of a felony or other offense that would limit the employees ability to perform in compliance with this agreement. Contractor shall comply with all federal, state and local laws and regulations in connection with employment and hiring of its employees.

11.6 Discontinued Use of Unsatisfactory Employees

No employee shall continue to have any involvement whatsoever with regard to any work in anyway relating to or arising from this Agreement if City gives notice to Contractor, and after proper investigation and documentation, that such employee is determined by City to be discourteous, disorderly, inefficient, unable to communicate effectively with Customers, or otherwise objectionable (provided the term "otherwise objectionable" shall not permit City to "ban" an employee for reasons that violate the law or public policy; and, further, City shall give a reason for requesting the "ban" of any employee from engaging in work related to this Agreement).

11.7 Training and Legal Compliance

Contractor shall provide operating and safety training that meets minimum OSHA standards for all personnel, and shall comply with all laws and regulations applicable to its employees and personnel. Contractor shall periodically train employees on all the specific requirements of this Agreement applicable to the employee's effective performance of his or her duties.

11.8 Customer Service

11.8.1 Office Hours

Contractor shall provide a customer service representative at their headquarters office for communication with the public that at a minimum, will be open from 8:00 a.m. to 5:00 p.m. Monday through Friday, not including approved holidays. At least one responsible and qualified representative of Contractor, capable of communicating in English and Spanish, shall be present and available during office hours, for personal communication with the public regarding, complaints, customer service inquiries, etc.. Contractor shall also provide customer service representation in a Dinuba office "schedule to be mutually" agreed upon. In this office, an Outreach Associate will be available to accommodate customers inquires, customer outreach, education, technical assistance, and compost giveaways.

11.8.2 Business Number

Contractor shall maintain a business number that rings at an office at all times during Office Hours. Contractor shall have the ability (through the use of outside resources or otherwise) to communicate with Customers who only speak Spanish, Arabic, or Tagalog to ensure their inquiries, questions, complaints and other matters are dealt with in a reasonably timely fashion. All such personnel shall be polite and responsive, and shall be sufficiently knowledgeable, and have the authority to respond and/or advise Customers seeking assistance. Contractor's telephone system shall be adequate to handle the volume of calls typically experienced on the busiest days. Contractor shall provide City with a 24-hour emergency telephone number to a live person, not voice-mail.

11.8.3 Call Responsiveness

Contractor shall make reasonable attempts to answer all phone calls within six (6) seconds and address customers' needs in less than five (5) minutes. If a call has been placed on hold for two (2) minutes, the caller will either be switched to a message center which shall be responsible to obtain the caller's address and phone number, or a Customer service representative will obtain the Customer's address and a number at which the call can be returned. Contractor shall make at least three attempts within the next twenty-four (24) hour period to return the call, with the first such attempt not more than one (1) hour after the caller leaves the message. If Contractor is unsuccessful in contacting the Customer after following this procedure, it shall send a letter to the caller indicating its efforts.

11.8.4 Complaint Documentation

All service complaints shall be directed to Contractor. Contractor shall log all complaints received and said log shall include the date and time the complaint was received, the name, address and telephone number of the complaining party, a description of the complaint, the name of the employee recording the complaint and the action taken by Contractor to respond to and remedy the complaint. All written Customer complaints and inquiries shall be date-stamped when received. All complaints shall be initially responded to within one (1) business day (Monday through Friday) of receipt. Contractor shall log action taken to respond to and remedy the complaint. Daily logs of complaints shall be retained for a minimum of twenty-four (24) months. All Customer service records and logs kept by Contractor shall be available to City upon request. City shall, at any time during regular Office Hours, have access to Contractor's Customer service department for purposes that may include monitoring the quality of Customer service or researching Customer complaints. Contractor shall provide to City, upon request, a complaint log, in a form satisfactory to the City that includes all of the complaints logged pursuant to this Section, the complainant and the resolution.

11.8.5 Resolution of Customer Complaints

Disputes between Contractor and Customers regarding the services provided in accordance with this Agreement may be resolved by the City. The City's decision shall be final and binding. Should Contractor and Customers not be able to establish a mutually acceptable fee to be charged for special services as set forth in Section 8.8, the matter shall be dealt with pursuant to this Section, be determined by the City , and the City's decision shall be final. Intervention by the City is not a condition precedent to any rights or remedies third parties might otherwise have in any dispute with Contractor. Nothing in this Section is intended to affect the remedies of third parties against Contractor.

11.8.6 Government Liaison

Contractor shall designate in writing a "Government Liaison" who shall be responsible for working with City and/or City's designated representative(s) to resolve Customer complaints. City shall have the right to approve Contractor's choice for a liaison. It is anticipated that the Government Liaison will regularly attend City meetings related to

Contractor's performance of the Agreement and City events involving community outreach programs.

11.9 Education and Public Awareness

11.9.1 General

Contractor acknowledges and agrees that education and public awareness are critical, key and essential elements of any efforts to achieve the requirements of AB 939 and AB 341. Accordingly, Contractor agrees to exploit opportunities to expand public and Customer knowledge concerning needs and methods to reduce, reuse and recycle Solid Waste and to cooperate fully with City in this regard.

11.9.2 Written Program Materials

Contractor shall maintain a program of providing information relevant to the need and the methods to reduce, reuse and recycle Solid Waste, and Contractor upon request from City, may include such information along with bills provided to Customers. All public education materials shall be approved in advance by City, be produced and/or made available in both English and Spanish languages, and bear the City seal unless otherwise approved by City. Contractor shall keep a record of all promotional and public education materials utilized, and shall provide annual reports summarizing its public outreach and education efforts.

11.9.3 Public Outreach

At a minimum, Contractor shall promote recycling through presentations and educational materials to businesses, business groups, homeowners' associations, construction contractors and other civic groups. Contractor shall also provide articles on relevant waste and recycling topics for the City's website on at least a quarterly basis.

11.9.4 Corrective Action Notice

Contractor shall develop a corrective action notification form for use in instances where a Customer sets out inappropriate materials for Collection that explains the appropriate manner for disposal of such items.

11.9.5 Contractor Representative

Contractor shall retain on its staff an individual who shall as part of his or her job function routinely visit civic groups, and homeowners' associations, to promote and explain the Recycling and other programs that Contractor offers, and participate in demonstrations, and civic events.

SECTION 12. CONTRACTOR'S CONSIDERATION

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

12.1 SB 1383 Regulatory Reimbursement

The Contractor shall pay the City a SB1383 Compliance Assistance Fee of up to One Hundred Fifty Thousand Dollars ($150,000) annually. Beginning July 1, 2027, this Fee shall be adjusted annually based on the percentage change in the Consumer Price Index, as calculated in accordance with Section 24.3 of this Agreement. This Fee is intended to assist the City with costs related to the reduction of short-lived climate pollutants, including the procurement of recycled organic waste products, enforcement of new ordinances mandated by SB 1383, and the creation, maintenance, and implementation of required recordkeeping systems to ensure compliance with inspection standards. City staff shall invoice the Contractor on a quarterly basis for reimbursement of costs incurred in relation to SB 1383 compliance. The Contractor shall remit payment within thirty (30) days of receiving the City's invoice.

12.2 Franchise Fee

For accounts billed by the City a 10% Franchise Fee will be collected. This fee covers maintenance costs (including city-wide clean-up events not a part of this agreement), AB939 compliance, and city administration costs related to contract management, franchise monitoring and auditing. Contractor shall pay to City, a franchise fee equal to five percent (5%) of Contractor's annual Gross Receipts each year, throughout the Term of this Agreement Said Franchise Fee shall be paid to City quarterly no later than 45 days after the preceding quarter. Should any such due date fall on a weekend or holiday in which the City's business offices are closed, payment shall be due on the first day thereafter in which the City's business offices are open.

12.3 Charge for Late Payments

In the event Contractor fails to timely make any of the payments provided for in this Agreement, Contractor shall pay to City, as additional consideration, a sum of money equal to five percent (5%) of the amount due. This amount is required in order to defray those additional expenses and costs incurred by City by reason of the delinquent payment including, but not limited to, the cost of administering, accounting for, and collecting said delinquent payment and the cost to City of postponing services and projects necessitated by the delay in receiving the revenue. In addition, any amounts not paid to City by Contractor within sixty (60) days of the due date shall be subject to interest in the amount of ten percent (10%) per annum, calculated on a daily basis for each day such sums remain past due.

SECTION 13.
BILLING

13.1 Billing

City shall establish, by resolution, rates for the various types of services provided. Contractor and City shall bill and collect at those rates.

13.1.1 Billings for Non-Recurring Services

Contractor shall perform the billing and collection service for all non-recurring services provided within the City of Dinuba. These non-recurring services include temporary bins and roll-off containers for household clean-up, construction and deconstruction projects, and/or any other special solid waste collection that is not an ongoing and scheduled service. Contractor rates for non-recurring service are limited to rates establish and approved by the City and must include the City's franchise fee.

13.1.2 Billing for Recurring Services to Residential & Commercial Customers
City shall perform the billing and collection service for all recurring services to residential and commercial customers within the City's boundaries. City shall use rates established and approved by this City Council, which will contain City Franchise Fees and a charge approved by City Council for the City's Street Sweeping and Litter Abatement expenses. Contractor shall not be responsible for or participate in the collection of charges for these services. The City shall handle collection services. Any funds collected by the City from Residential or Commercial Customers, less the City's Franchise Fee and the charge for Street Sweeping and Litter Abatement, shall be surrendered by the City to the Contractor or credited to the Contractor's account against any sums owed by the Contractor to the City.

13.1.3 New Customer Types
If a new category of customer, not addressed in this agreement, is established, the Dinuba City Council will determine where this customer type is to be billed by the City or the Contractor. If there is a question as to whether a new customer type is subject to this agreement, the Dinuba City Council shall make this determination after a public hearing in which the Contractor was given prior notice and an opportunity to be heard.

13.2 Contractor Payment

Contractor agrees to provide to City by the 10th day of each month of the term of the Agreement, a list of the number of customers and the rate charged for each type of service and the revenue due it from the prior month. City will calculate the compensation due to Contractor (less fees) and provide Contractor its compensation by the 25th day of the month.

13.3 Audit of Non-Recurring Billings

City shall audit Contractor billings of non-recurring service to recipients not less than once every five (5) years. The purpose of the audit is to determine that gross receipts reported and franchise fees paid to the city were accurate. The Contractor shall maintain records of all non-recurring service billings and receipts, for a period of five (5) years. The Contractor may, at its option, maintain those records in computer form, on microfiche, or in any other manner, provided that the records can be preserved and retrieved for inspection by the City with ten (10) days' notice

SECTION 14.
FAITHFUL PERFORMANCE

14.1 Surety

Contemporaneously with execution of this Agreement, as security for Contractor's faithful performance of all obligations of this Agreement, Contractor shall provide a surety mechanism (the "Surety") as more fully defined below in the amount of Two Hundred and Fifty Thousand Dollars ($250,000.00). The Surety may be comprised of either a performance bond or an irrevocable letter of credit, or a combination of both. If a letter of credit is utilized to satisfy some or all of the Surety requirement, it shall be drawn upon a financial institution with an office within four hundred (400) miles of City, and otherwise in a form acceptable to the City Attorney. The performance bond, if any, shall be issued by a duly authorized corporate surety company authorized to do business in California, and in a form acceptable to the City Attorney. The cost of the Surety shall be the sole responsibility of Contractor. The Surety shall be released within thirty (30) days after both (i) the expiration of the Term of this Agreement; and (ii) Contractor's satisfactory performance of all obligations hereunder.

14.1.1 Forfeiture of Surety

In the event Contractor shall for any reason become unable to, or fail in any way to, perform as required by this Agreement, City may declare a portion or all of the Surety, as may be necessary to recompense and make whole the City, forfeited to the City. Upon partial or full forfeiture of the Surety, Contractor shall restore the Surety to its original amount within thirty (30) days of the City's notice to do so. Failure to restore the Surety to its full amount within thirty (30) days shall be a material breach of this Agreement.

14.1.2 Use of Surety by City

Notwithstanding any provision hereof to the contrary, thirty (30) days following City providing Contractor with written notice of its failure to pay City any amount owing under this Agreement, either the letter of credit or performance bond comprising the Surety may be utilized by City for purposes including, but not limited to: (1) Payment of sums due under the terms of this Agreement which Contractor has failed to timely pay to City , including specifically liquidated damages; and (2) Reimbursement of costs borne by City to correct violations of this Agreement not corrected by Contractor.

14.2 Cash Bond

Contemporaneously with execution of this Agreement, as security for Contractor's faithful performance of all obligations of this Agreement, Contractor shall also provide City with a cash bond ("Cash Bond") as more fully defined below in the amount of Fifty Thousand Dollars ($50,000.00). The Cash Bond may be comprised of either a cash deposit or an irrevocable letter of credit, or a combination of both. If a letter of credit is utilized to satisfy some or all of the Cash Bond requirement, it shall be drawn upon a financial institution with an office within four hundred (400) miles of City, and otherwise in a form acceptable to the City Attorney. The cash deposit, if any, shall be deposited in an interest-bearing account at a financial institution with an office within four hundred (400) miles of City that is acceptable to the City Attorney. All interest on a cash deposit, if any, shall accrue to Contractor. Any costs associated with the Cash Bond shall be the sole responsibility of Contractor. The Cash Bond shall be released within thirty (30) days after both (i) the expiration of the Term of this Agreement; and (ii) Contractor's satisfactory performance of all obligations hereunder.

14.2.1 Forfeiture of Cash Bond

In the event Contractor shall for any reason become unable to, or fail in any way to, perform as required by this Agreement, City may declare a portion or all of the Surety, as may be necessary to recompense and make whole the City, forfeited to the City. Upon partial or full forfeiture of the Surety, Contractor shall restore the Surety to its original amount within thirty (30) days of the City's notice to do so. Failure to restore the Surety to its full amount within thirty (30) days shall be a material breach of this Agreement.

14.2.2 Use of Cash Bond by City

Notwithstanding any provision hereof to the contrary, thirty (30) days following City providing Contractor with written notice of its failure to pay City any amount owing under this Agreement, either the letter of credit or performance bond comprising the Surety may be utilized by City for purposes including, but not limited to: (1) Payment of sums due under the terms of this Agreement which Contractor has failed to timely pay to City , including specifically liquidated damages; and (2) Reimbursement of costs borne by City to correct violations of this Agreement not corrected by Contractor.

14.2.3 Replacement Letter of Credit

City may draw upon the entire letter of credit (if any) utilized to meet Contractor's obligations pertaining to the Surety and Cash Bond, and convert it to a cash deposit, if Contractor fails to cause the letter of credit to be extended or replaced with another satisfactory letter of credit no later than sixty (60) days prior to its expiration.

SECTION 15.
INSURANCE COVERAGE

Contractor shall procure and maintain during the entire Term of this Agreement the following types of insurance, and shall maintain the following minimum levels of coverage, which shall apply to any claims which may arise from or in connection with Contractor's performance hereunder or the actions or inactions of any of Contractor's officers, agents, representatives, employees, or subcontractors in connection with Contractor's performance. The insurance requirements hereunder in no way limit Contractor's various defense and indemnification obligations, or any other obligations as set forth herein.

15.1 Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. The most recent editions of Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 00 01).

2. The most recent editions of Insurance Services Office form number CA 00 01 1001 covering Automobile Liability, code 1 "any auto".

3. Workers' Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance.

15.2 Minimum Limits of Insurance

Contractor shall maintain in force for the Term of this Agreement limits no less than:

15.2.1 Commercial General Liability

Five Million Dollars ($5,000,000.00) limit per occurrence, Two Million Dollars ($2,000,000.00) limit general aggregate and One Million Dollars ($1,000,000.00) limit products-completed operations aggregate for bodily injury, personal injury and property damage. Such limits can be achieved through a combination of primary and umbrella or excess liability policies.

15.2.2 Automobile Liability

One Million Dollars ($1,000,000.00) combined limit per accident for bodily injury and property damage. Such limits can be achieved through a combination of primary and excess liability policies.

15.2.3 Workers' Compensation and Employers Liability

Workers' compensation statutory limits as required by the Labor Code of the State of California and Employers Liability limits of One Million Dollars ($1,000,000.00) per accident.

15.3 Deductibles and Self-Insured Retentions

All deductibles or self-insured retentions (i) shall be for the account of Contractor and paid entirely by Contractor without contribution from City, and (ii) shall be declared to City. If, in the reasonable opinion of the City, Contractor does not have sufficient financial resources to protect the City from exposure with respect to any deductibles or self-insured retentions Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

15.4 Other Insurance Provisions

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

15.4.1 General Liability

City and its elected and appointed officials, officers, employees, agents and volunteers shall be named as additional insureds in connection with liability arising out of activities performed by or on behalf of Contractor; Premises owned, leased or used by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City or its elected and appointed officials, officers, employees, agents and volunteers. As respects the liabilities assumed by Contractor under this Agreement, Contractor's insurance coverage shall allow and be endorsed as the primary insurance for the City and its elected and appointed officials, officers, employees, agents and volunteers in connection with the above enumerated categories. Any insurance or self-insurance maintained by City or its elected and appointed officials, officers, employees, agents and volunteers shall be in excess of Contractor's insurance and shall not contribute with it. Coverage shall allow and be endorsed to include a waiver of subrogation in favor of the Agency and its officers, officials, employees, and agents. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to City or its elected and appointed officials, officers, employees, agents and volunteers. Coverage shall state that Contractor's insurance shall apply separately to each insured against whom a claim is made, or suit is brought, except with respect to the limits of the insurer's liability.

15.4.2 Automobile Liability

The policy shall provide and be endorsed that the Agency, its officials, officers, employees, agents and volunteers are included or named as additional insureds. The policy shall allow and be endorsed to include a waiver of subrogation in favor of the Agency, its officers.

15.4.3 Workers' Compensation and Employers Liability Coverage

The insurer shall agree and endorse to waive all rights of subrogation against City and its elected and appointed officials, officers, employees, agents and volunteers for losses arising from work performed by Contractor for City. A Waiver of Subrogation Endorsement must be issued to City by the insurer.

15.4.4 Environmental Pollution Control Insurance

Contractor shall maintain either an endorsement to its general liability policy, or a separate policy of insurance covering environmental pollution and contamination, including the hauling of waste from the project site to the final disposal location, including non-owned disposal sites, that names the City as an additional insured. Said coverage shall be in the amount of not less than One Million Dollars ($1,000,000) per occurrence, and One Million Dollars ($1,000,000) in the aggregate, and shall substantially comply with all other provisions set forth in Section 15.4.1.

15.4.5 All Coverages

Except for Worker's Compensation, each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice has been given to City. Additionally, Contractor agrees that it will not suspend, void or reduce in coverage or limits each insurance policy required by this clause without notice to the City. If a carrier will not provide the required notice of cancellation, the Contractor shall provide written notice to the City of a cancellation no later than ten (10) business days before cancellation.

15.5 Acceptability of Insurers

The insurance policies required by this Section shall be issued by an insurance company or companies authorized to do business in the State of California and with a rating in the most recent edition of AM Best's Insurance Reports of size category VII or larger and a rating classification of A or better, unless otherwise approved by the City Manager.

15.6 Verification of Coverage

Contractor shall furnish City with certificates of insurance and with original endorsements affecting coverage required by this Article. The certificates and endorsements for each insurance policy are to be signed by a Person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms provided by or acceptable to City and are to be received and approved by City before work commences. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

15.7 Loss or Reduction in Insurance

In the event that Contractor fails to retain or maintain insurance with the scope and amounts of coverage required hereunder, City shall have the right, but not the obligation to either terminate this Agreement, or obtain insurance coverage as required herein on behalf of Contractor and utilize funds from the Initial Surety and/or Agreement Surety defined in Section 14 to pay the cost of providing such coverage.

SECTION 16.
ASSIGNMENT, SUBLETTING, AND TRANSFER; REQUIREMENTS AND LIMITATIONS

16.1 General

Contractor shall not assign any portion of or all of its rights, nor delegate, subcontract or otherwise transfer ay portion of or all of its obligations under this Agreement (collectively referred to as an "Assignment") to any other Person without the prior approval by the City Council. The City Council has discretion to approve or deny such as Assignment. The City Council's exercise of its discretion may include City Council review and approval of any Assignment terms, including, but not limited to, insurance obligations, indemnification language, bonding requirements, and any and all other terms the City Council may in its discretion require. Any such Assignment made without the approval by the City Council shall be void and the attempted Assignment shall constitute a material breach of this Agreement.

16.2 Assignment to be Broadly Interpreted

For purposes of this Section, the term "Assignment" shall be given the broadest possible interpretation, and shall include, but not be limited to: (i) a sale, exchange or other transfer of substantially all of Contractor's assets dedicated to service under this Agreement to a third party; (ii) a sale, exchange or other transfer of any membership interest of Contractor to a third party; (iii) any dissolution, reorganization, consolidation, merger, re-capitalization, stock-issuance or re-issuance, voting trust, pooling agreement, escrow arrangement, liquidation or other transaction which results in a change of ownership or control of Contractor; (iv) any assignment by operation of law, including those resulting from mergers or acquisitions by or of Contractor or any of its Affiliates, insolvency or bankruptcy, making assignment for the benefit of creditors, writ of attachment for an execution being levied against this Agreement, appointment of a receiver taking possession of Contactor's property, or transfer occurring in the event of a probate proceeding; (v) any combination of the foregoing (whether or not in related or contemporaneous transactions) which has the effect of any such transfer or change of ownership, or change of control of Contractor; and (vi) Contractor's subcontracting of only a portion of its rights and obligations under this Agreement (e.g., the In Home Bulky Item Collection service).

16.3 Nature of Agreement – Personal to Contractor

Contractor acknowledges that this Agreement involves rendering a vital service to City's residents and businesses, and that City has selected Contractor to perform the services specified herein based on (1) Contractor's experience, skill and reputation for conducting its Solid Waste Handling Services in a safe, effective and responsible fashion, at all times in keeping with applicable Environmental Laws, regulations and best Solid Waste management practices, and (2) Contractor's financial resources to maintain the required equipment and to support its indemnity obligations to City under this Agreement. City has relied on each of these factors, among other, in choosing Contractor to perform the services to be rendered by Contractor under this Agreement.

16.4 Procedure for Consideration of Assignment

If Contractor requests City's consideration of and consent to an Assignment, the City Council may deny, approve or conditionally approve such request in its sole and absolute discretion. Under no circumstances shall City be obliged to consider any proposed Assignment if Contractor is in default at any time during the period of consideration. Should the City consent to any Assignment request, such Assignment shall not take effect until all conditions relating to the City's approval have been met. Any request for an Assignment shall be made in a manner to be prescribed by the City Manager, and no request by Contractor for consent to an Assignment need be considered by City unless and until Contractor has met (or with respect to matters that would only occur upon completion of the Assignment if approved, made reasonable assurances that it will meet) the following requirements:

(A) Contractor shall undertake to pay City its reasonable direct and indirect expenses, including administrative, investigative, consulting, and attorneys' fees and costs necessary to investigate the suitability of any proposed assignee, and to review and finalize any documentation required as a condition for approving any such Assignment (collectively the "Administrative Assignment Fee"). An advance non-refundable payment in an amount to be determined by the City Manager towards the Administrative Assignment Fee shall be paid to the City prior to City's consideration of any Assignment request, although Contractor shall be responsible to pay all costs incurred by City in considering a request for Assignment, including those in excess of the aforesaid deposit amount, regardless of whether City consents to the Assignment.

(B) If requested to do so, Contractor shall furnish City with audited financial statements of the proposed assignee's operations for the immediately preceding three (3) operating years.

(C) Contractor shall furnish City with satisfactory proof: (i) that the proposed assignee has at least ten (10) years of Solid Waste management experience on a scale equal to or exceeding the scale of operations conducted by Contractor under this Agreement; (ii) that in the last five (5) years, the proposed assignee has not suffered any significant citations or other censure from any federal, state or local agency having City over its Solid Waste management operations due to any significant failure to comply with state, federal or local laws, including the Environmental Laws and that the assignee has provided City with a complete list of such citations and censures; (iii) that the proposed assignee has at all times conducted its operations in an environmentally safe and conscientious fashion; (iv) that the proposed assignee conducts its Solid Waste management practices in accordance with sound Solid Waste management practices in full compliance with all federal, state and local laws regulating the Collection and disposal of Solid Waste including Hazardous

Substances; and, (v) of any other information required by City to ensure the proposed assignee can fulfill the terms of this Agreement in a timely, safe and effective manner.

(D) The proposed assignee shall execute an agreement assuming all of Contractor's rights and liabilities under this Agreement.

SECTION 17.
REVIEW OF SERVICES AND PERFORMANCE

17.1 Performance Hearing

(A) Commencing on or about July 1, 2026, and on a biennial basis thereafter, City may hold a hearing to review Contractor's Solid Waste Collection efforts, source reduction, processing and other diversion services and overall performance under this Agreement (the "Solid Waste Services and Performance Review Hearing"). The purpose of the Solid Waste Services and Performance Review Hearing is to provide for a discussion and review of technological, economic, and regulatory changes in Collection, source reduction, recycling, processing and disposal to achieve a continuing, advanced Solid Waste Collection, source reduction and recycling and disposal system; and to ensure services are being provided by Contractor with adequate quality, effectiveness and economy and in full compliance with the terms of this Agreement. Topics for discussion and review at the Solid Waste Services and Performance Review Hearing shall include, but shall not be limited to, services provided, feasibility of providing new services, application of new technologies, Customer complaints, amendments to this Agreement, developments in the law, new initiatives for meeting or exceeding AB 939's goals and where applicable SB 1383's goals, regulatory constraints and Contractor performance. City and Contractor may each select additional topics for discussion at any Solid Waste Services and Performance Review Hearing.

(B) In addition to the Solid Waste Services and Performance Review Hearings City may hold in accordance with the immediately preceding paragraph, if the number of Customer complaints regarding Contractor's Solid Waste Collection are deemed by City to be excessive or the nature of to be significant, City may, at any time (subject to the paragraph immediately below), hold a Solid Waste Services and Performance Review Hearing.

(C) City shall notify Contractor of its intent to hold a Solid Waste Services and Performance Review Hearing at least ninety (90) days in advance thereof. The notice will indicate whether the hearing will occur before City staff, the City Council, or such other body as the City may designate in the notice. Forty-five (45) days after receiving notice from City of a Solid Waste Services and Performance Review Hearing, Contractor shall submit a report to City which may contain such information as it wished to have considered, and shall contain the following:

(1) Current diversion rates and a report on Contractor's outreach activities for the past year.

(2) Recommended changes and/or new services to improve the City's

ability to meet the goals of AB 939 and SB 1383 and to contain costs and minimize impacts on rates.

(3) Any specific plans for provision of changed or new services by Contractor.

(D) The reports required by this Agreement regarding Customer complaints shall be used as one basis for review of Contractor's performance, and Contractor may submit other relevant performance information and reports for consideration at the Solid Waste Services and Performance Review Hearing. In addition to the above, City may request Contractor to submit any other specific information relating to its performance for consideration at the Solid Waste Services and Performance Review Hearing, and any Customer may submit comments or complaints during or before the Hearing, either orally or in writing. Contractor shall be present at and participate in the Solid Waste Services and Performance Review Hearing.

SECTION 18.
CITY'S REMEDIES; DEFAULT AND TERMINATION

18.1 Notice of Default

If the City Manager determines that Contractor has defaulted in the performance of any obligation hereunder, or that Contractor's performance pursuant to this Agreement with respect to such matters has not been in conformity with reasonable industry standards which are obtained in similar Cities in Central California, the provisions of this Agreement, the requirements of the Municipal Code, the requirements of CalRecycle, including, but not limited to, requirements for source reduction and recycling or any other applicable federal, state, or local law or regulation, including but not limited to the laws governing transfer, storage, or disposal of special wastes, or hazardous wastes, the City Manager may provide written notice to Contractor of such default. The City Manager may, in such written notice, set a reasonable time within which correction of such default shall be made. Unless a longer or shorter time is otherwise specified by the City Manager, a reasonable time for correction shall be thirty (30) days from the date such written notice is given.

18.2 Failure to Cure

If Contractor fails to correct, to the satisfaction of the City Manager, all deficiencies contained in the written notice thereof within the specified time, or if it is not reasonably possible to correct such deficiencies within the specified time, and Contractor fails to commence to correct or remedy such deficiencies within the specified time and diligently effect such correction or remedy thereafter, then the City Manager may refer the matter to the City Council for review, or review the matter himself.

18.3 Review by City Manager

If the City Manager reviews the matter and determines that Contractor has failed to properly or adequately cure any default set forth above, the City Manager, in the exercise of his discretion, may terminate this Agreement, or take such other action as he deems appropriate to pursue any remedy available to City. A decision or order of the City Manager shall be final and binding on Contractor unless Contractor files a "Notice of Appeal" with the City Clerk within five (5) business days of the date the notice of the City Manager's decision is given. The City Manager shall schedule any appeal for consideration by the City Council no later than the earliest feasible regular City Council Meeting following the date a Notice of Appeal is given to City.

18.4 City Council Review

In the event an appeal of a decision of the City Manager is filed, or if the City Manager refers the matter to the City Council without rendering a decision, the City Council shall set the matter for consideration before the City Council as an agenda item at either a regular, adjourned regular, or special meeting. In reviewing the matter, the City Council may consider any information reported by the City Manager regarding the deficiencies, and shall give Contractor, or its representatives and any other interested person, a reasonable opportunity to be heard. The City Council shall determine whether Contractor has failed to properly or adequately perform as set forth above, and if so whether to terminate the Agreement, or to pursue any other remedy available to City.

18.5 Performance During Reviews

Contractor's performance under this Agreement is not excused during any period of time when its performance is under review as set forth above, including at any time prior to a final decision as to whether such performance is deficient.

18.6 Termination without Right to Cure

The above right of termination as a result of Contractor's failure to timely cure any deficiency is in addition to City's right to terminate this Agreement without affording Contractor an opportunity to cure in circumstances where Contractor is determined by City to have materially breached this Agreement. City shall thus be afforded the right to terminate this Agreement in the event of any material breach hereof by Contractor without affording Contractor the right to cure as a result of any action, inaction or circumstance which is a legally defined material breach, or is defined herein as a material breach, and/or under any of the following circumstances which are hereby specifically defined as material breaches:

(A) If Contractor practices, or attempts to practice, any fraud upon City.

(B) If Contractor willfully violates any orders or rulings of any regulatory body having City over Contractor relative to this Agreement. So long as City's rights are not prejudiced during the pendency of any challenge to such orders or rulings by Contractor, Contractor may contest any such orders or rulings by appropriate proceedings conducted in good faith, in which case no material breach of this Agreement shall be deemed to have occurred until a final ruling has been rendered.

(C) If Contractor ceases to provide Solid Waste Handling Services, including Collection of Solid Waste and/or Recyclable Material, as required under this Agreement over all or any portion of the Franchise Area for a period of seven (7) days or more, for any reason not specified as a force majeure event hereunder.

(D) If Contractor fails to materially comply with any insurance or indemnification requirement set forth in this Agreement.

(E) If City is required to pay any fine or penalty, which is not paid on its behalf by Contractor or which Contractor fails, refuses, neglects or is unable to pay or indemnify City against, relating to any diversion or other requirement of AB 939 and/or SB 1383.

(F) If Contractor, Contractor's shareholders, Contractor's directors, or any senior management level employee of Contractor (defined for purposes of this provision as any representative of Contractor who regularly is in communication with or regularly has contact with any member of the City Council or City Manager) is convicted of a Criminal Matter (as defined herein). For purposes of this Section the term Criminal Matter refers to any felony offense having any relationship to either Solid Waste Handling Services or public corruption (including, without limitation, bribery, conflict of interest related allegations, vote selling, or any similar type charges).

18.7 Liquidated Damages

18.7.1 General

The City finds, and Contractor agrees, that as of the time of the execution of this Agreement, it is impractical, if not impossible, to reasonably ascertain the extent of damages which shall be incurred by City as a result of a breach by Contractor of certain specific obligations under this Agreement. The factors relating to the impracticability of ascertaining damages include, but are not limited to, the fact that: (i) substantial damage results to members of the public who are denied services or denied quality or reliable service; (ii) such breaches cause inconvenience, anxiety, frustration, and deprivation of the benefits of the Agreement to individual members of the general public for whose benefit this Agreement exists, in subjective ways and in varying degrees of intensity which are incapable of measurement in precise monetary terms; (iii) that the services that are the subject of this Agreement might be available at substantially lower costs than alternative services and the monetary loss resulting from denial of services or denial of quality or reliable services is impossible to calculate in precise monetary terms; and (iv) the termination of this Agreement for such specific breaches, and other remedies are, at best, a means of future correction and not remedies which make the public whole for past breaches.

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

The parties further acknowledge that consistent, reliable Solid Waste Handling Service is of utmost importance to City and that City has considered and relied on

Contractor's representations as to its quality of service commitment in entering this Agreement with it. The parties further recognize that some quantified standards of performance are necessary and appropriate to ensure consistent and reliable service and performance. The parties further recognize that if Contractor fails to achieve the performance standards, or fails to submit required documents in a timely manner, City and its residents will suffer damages and that it is and will be impractical and extremely difficult to ascertain and determine the exact amount of damages which City will suffer. Therefore, without prejudice to City's right to treat such breaches as an event of default, the parties agree that the following liquidated damage amounts represent a reasonable estimate of the amount of such damages for such specific breaches, considering all of the circumstances existing on the date of this Agreement, including the relationship of the sums to the range of harm to City that reasonably could be anticipated and the anticipation that proof of actual damages would be costly or impractical. In placing their initials at the places provided, each party specifically confirms the accuracy of the statements made above and the fact that each party has had ample opportunity to consult with legal counsel and obtain an explanation of the liquidated damage provisions at the time that the Agreement was made.

Contractor Initial Here ________	City Initial Here ______________

18.7.3 Calculations for Liquidated Damages

Contractor agrees to pay (as liquidated damages and not as a penalty) the amounts set forth below for each type of action warranting such damages:

18.7.3.1 Collection Reliability

(A) For each failure to deliver container to a new Customer account within three (3) business days after order: $50.00 per day, until compliance.

(B) If the Contractor is found to be at fault and containers have been properly set out for Collection, then for each failure to collect Solid Waste from any established Customer pursuant to Section 8.6.5 of this Agreement on 25 accounts per quarter; $50.00.

(C) If the Contractor is found to be at fault and containers have been properly set out for Collection, then for each failure to Collect Solid Waste from the same Customer on two (2) consecutive scheduled pickup days: $50.00.

18.7.3.2 Collection Quality

(A) For each occurrence of failure to properly return empty Containers to avoid pedestrian or vehicular traffic impediments or to place Containers upright which exceeds 50 per quarter: $25.00.

(B) For each occurrence of excessive noise or discourteous behavior which exceeds 20 per quarter: $200.00.

(C) For each occurrence of Collecting Solid Waste during unauthorized hours, except under extreme circumstances and with prior communication with the City, which exceeds five (5) such occurrences annually: $100.00.

(D) For each occurrence of damage to private property in an amount in excess of $3,000: $200.00.

(E) For each occurrence which impacts public or private property due to leaking brake, or hydraulic fluids from waste collection vehicles: $200.00.

18.7.3.3 Customer Responsiveness

(A) For each failure to initially respond to a Customer complaint within one (1) business day, which exceeds 20 per quarter, and for each additional day in which the complaint is not addressed: $50.00.

(B) For each failure to process Customer complaints to City as required herein, which exceeds five (5) such occurrences 20 per quarter: $100.00.

18.7.3.4 Timeliness of Submissions to City

(A) Any report shall be considered late until such time as a correct and complete report is received by City. For each calendar day a report is late, the liquidated damage amount shall be:

(1) Monthly Reports: $100.00 per week.

(2) Quarterly Reports: $200.00 per week.

(3) Annual Reports: $200.00 per week.

18.7.3.5 Cooperation During Transition with Subsequent Solid Waste Enterprise

(A) For each day routing information, including billing information and other operating records needed to service premises, is requested by City or any subsequent solid waste enterprise in accordance with Section 28 and is received after City -established due dates, both for preparation of a request for proposals and for any subsequent solid waste enterprise's implementation of service: $500.00 per day.

(B) For each day delivery of keys, security codes, remote controls used to access garages, gates and bin enclosures, or other means of access to Solid Waste Containers is delayed beyond one (1) day prior to new solid waste enterprise servicing Customers with access issues: $500.00 per day.

(C) For delay in not meeting the requirements from Section 28 in a timely manner, in addition to the daily liquidated damages for breach under Sections 18.7.3.5(A)-(B) above, a one-time charge of: $1,000.

18.7.4 Process for Assessment of Liquidated Damages

(A) City may determine the occurrence of events giving rise to liquidated damages through the observation of its own employees or representative or through an investigation of Customer complaints. It is the desire of the parties to work together to avoid the imposition of liquidated damages and accordingly City will endeavor to timely communicate to Contractor any information that it receives which might give rise the imposition of liquidated damages in order to facilitate Contractor's ability to correct any deficiency, or prevent the recurrence of any conduct for which liquidated damages might eventually be imposed.

(B) Prior to assessing liquidated damages, City shall give Contractor notice of its intention to do so. The notice will include a brief description of the incident(s)/non-performance. Contractor may review (and make copies at its own expense) all information in the possession of City relating to incident(s)/non-performance. Contractor may, within ten (10) days after receiving the notice, request a meeting with the City Manager. Contractor may present evidence in writing and through testimony of its employees and others relevant to the incident(s)/non-performance. The City Manager will provide Contractor with a written explanation of his or her determination on each incident(s)/non-performance prior to authorizing the assessment of liquidated damages. The decision of City Manager shall be final.

(C) City may assess liquidated damages for each calendar day or event, as appropriate, that Contractor is determined to be liable in accordance with this Agreement.

18.7.5 Timing of Payment

Contractor shall pay any liquidated damages assessed by City within fifteen (15) days after they are assessed. If they are not paid within the fifteen (15) day period, City may proceed against any security required by this Agreement to obtain payment, and/or find Contractor in default and exercise its right to terminate this Agreement as set forth herein.

SECTION 19.
CONTRACTOR'S REMEDIES; MEDIATION

19.1 Mediation

Should Contractor contend that City is in breach of any aspect of this Agreement, it shall give notice to the City Manager requesting mediation of the allegation. The mediation shall occur as soon as reasonably possible, or on such date as mutually agreed by the parties, and shall be held with a mediator mutually agreeable by the parties. The cost of the mediation shall be borne by the Contractor.

19.2 Other Remedies; Claims

Contractor shall be entitled to all available remedies in law or equity for City's breach of this Agreement; provided, however, Contractor shall not file or otherwise commence any action against City, in law or equity, in any court, until after a mediation as set forth above has been completed.

19.3 Actions for Damages

As a prerequisite to the filing and maintenance of any action for damages by Contractor against City arising out of this Agreement, Contractor shall present a claim to City, as required by Government Code Section 910 et seq., within thirty (30) days of the date of the occurrence giving rise to the claim for damages.

SECTION 20.
CITY'S ADDITIONAL REMEDIES

In addition to any other remedies set forth herein, City shall be entitled to any or all of the following rights and remedies in the event of a breach of this Agreement by Contractor:

(A) The right to use Contractor's equipment for the purpose of Collecting, transporting, and/or disposing of Solid Waste, including Recyclable Material, for a period not to exceed six (6) months. In the case of equipment not owned by Contractor, Contractor shall assign to City, to the extent Contractor is permitted to do so under the instruments pursuant to which Contractor possesses such equipment, the right to use and possess the equipment. If City exercises its rights under this Section, City shall pay to Contractor the reasonable rental value of the equipment for the period of City's possession thereof (although payment may, if appropriate, occur in the form of a setoff against damages otherwise owed by Contractor pursuant to the terms hereof);

(B) The right to license others to perform the services otherwise to be performed by Contractor hereunder, or to perform such services itself; and

(C) The right to obtain damages and/or injunctive relief. Both parties recognize and agree that in the event of a breach of this Agreement by Contractor, City will suffer irreparable injury and incalculable damages sufficient to support injunctive relief, to specifically enforce the provisions of this Agreement, and to enjoin the breach hereof.

SECTION 21.
RIGHTS OF CITY TO PERFORM DURING EMERGENCY

21.1 Provision of Service

Should Contractor, for any reason whatsoever, refuse or be unable to provide Solid Waste Handling Services for a period of more than forty-eight (48) hours, and if as a result thereof, Solid Waste should accumulate in City to such an extent or in such a manner that the City Manager finds that such accumulation endangers or menaces the public health, safety, or welfare, City shall have the right, upon twelve (12) hours prior written notice to Contractor, during the period of such emergency, to temporarily take possession of any or all equipment and facilities of Contractor previously used in providing Collection, transportation, and disposal of Solid Waste and provide, through its own forces or otherwise, Solid Waste Handling Services which Contractor otherwise would be obligated to provide pursuant to this Agreement. Contractor agrees that in such event it shall fully cooperate with City to affect such a transfer of possession for City's use.

21.2 Possession of Equipment

Contractor agrees, that in the event of circumstances described in Section 21.1 above, City may take temporary possession of and use all of said equipment and facilities without paying Contractor any rental or other charge. Upon Contractor giving City notice that it is able to resume its normal responsibilities under this Agreement City shall either relinquish possession of all of the above-mentioned property to Contractor.

21.3 Exclusions from Right to Possession of Equipment without Compensation

Specifically excluded from the circumstances in which City may possess and utilize Contractor's equipment without compensation are circumstances in which Contractor fails or refuses to provide Solid Waste Handling Services hereunder for any reason which is not a force majeure event as defined herein. In such circumstances City's right to utilize and possess Contractor's equipment shall be subject to the provisions of the above Section 20.

SECTION 22.
PRIVACY

Contractor shall strictly observe and protect the privacy rights of Customers. Information identifying individual Customers or the composition or contents of a Customer's Solid Waste stream, or any of the billing information pertaining to any Customers, shall not be revealed to any person, governmental unit, private agency, or company, unless upon the authority of a court of law, by statute, ordinance, or regulation of a governmental agency having City, or upon valid authorization of the Customer. This provision shall not be construed to preclude Contractor from preparing, participating in, or assisting in the preparation of waste characterization studies or waste audits which may be required by AB 939 or this Agreement. Contractor shall not market or distribute, outside the normal course of its business, mailing lists with the names and addresses of Customers. The rights afforded Customers pursuant to this Section shall be in addition to any other privacy right afforded Customers pursuant to federal or state law.

SECTION 23.
REPORTS AND ADVERSE INFORMATION

The parties acknowledge that City will require reporting at various intervals by which information important to City can be complied and analyzed. Throughout the Term the parties agree to work together to address City's needs with respect to the information to be contained in reports prepared by Contractor. The following is intended as a starting point in order to have established an objective baseline for reporting, but the frequency and content of the reports called out below may be changed by agreement of the parties; provided any such change is approved by the City Manager in writing. City and Franchisee agree that Franchisee's proprietary information, including trade secrets, whether or not designated as such by Franchisee, may be confidential under the California Public Records Act. City shall make reasonable efforts to handle such information in a manner consistent with the protections afforded in the California Public Records Act.

23.1 Monthly Reports

At a minimum, Contractor shall report the following to City by the 15th of the month: Solid Waste Collected by Contractor for each month, sorted by type of Solid Waste in tons broken down at a level acceptable to City (which at a minimum shall include: refuse, mixed organics, and mixed recyclables), as well as by customer or route type (i.e., single family, multi-family, commercial, roll-off, curbside, etc.); the facilities where all Solid Waste Collected was processed or disposed; a list of the records related to non-collection notices; warning notices issued for contaminated Recyclable Materials, and Green Waste Containers (if applicable); and a narrative summary of problems encountered and actions taken with recommendations for City, as appropriate. Contractor shall also provide a detailed list of all Bulky Item Collections including Customer name and address, and date(s) of service.

23.2 Quarterly Reports

At a minimum, Contractor shall report the following to City within 45 days following the end of the quarter: the information required in the monthly reports; the complaint summary for the quarter summarized by nature of complaints; copies of promotional and public education materials sent during the quarter; description of Contractor outreach activities conducted the previous quarter; and such other information or reports that the City may reasonably request or require. Contractor shall, upon demand by City, provide a true and accurate report of landfill tipping receipts, records showing delivery at processing or reuse facilities, and similar such documents in order to enable City to verify Contractor's quarterly reports.

23.3 Annual Reports

Within 45 days of the end of each calendar year during the Term of this Agreement and within forty-five (45) days after the end of the Term, Contractor shall submit a written annual report, at its sole expense, in a form approved by City, which includes, but is not limited to, the following information:

A. A summary of the total tons of Solid Waste Collected in City in the preceding year as well as a summary of the total tonnage diverted from the State's landfill systems during that time frame;

B. Information and reports required by City to meet its reporting obligations imposed by AB 939 and the regulations implementing AB 939, in a form and content approved by the City Manager;

C. A list of Customers or Responsible Customers who elect not to receive a Recycling Cart, including contact information, reasons, and the locations thereof.

23.4 Format of Reports

Each monthly, quarterly, and annual report shall be submitted to City, addressed to the

Contract Manager or his or her designee. Records related to performance of this Agreement shall be maintained by Contractor in forms and by methods that facilitate flexible use of data contained in them to structure reports, as needed. The format of each report shall be approved by City. Contractor agrees to submit all reports to e-mail addresses designated by City in an electronic format approved by the City, compatible with City's software/computers at no additional charge.

23.5 Adverse Information

(A) Contractor shall provide City two copies of all reports and other material adversely affecting this Agreement submitted by Contractor to the United States Environmental Protection Agency, CalRecycle, the California Regional Water Quality Control Board, and any other federal, state, regional, or local regulatory agency. Copies shall be submitted to City simultaneously with Contractor's filing of such matters with said agencies. Contractor's routine correspondence to said agencies need not be automatically submitted to City, but shall be made available to City upon written request.

(B) Contractor shall submit to City copies of all pleadings, applications, notifications, communications, and documents of any kind submitted by Contractor to, as well as copies of all decisions, correspondence, and actions by, any federal, state, and local courts, regulatory agencies, and other government bodies relating directly to Contractor's performance of services pursuant to this Agreement. To the degree authorized by law, any confidential data exempt from public disclosure shall be retained in confidence by City and its authorized agents and shall not be made available for public inspection.

(C) Contractor shall submit to City such other information or reports in such forms and at such times as City may reasonably request or require.

(D) All reports and records required under this or any other Section hereof shall be furnished at the sole expense of Contractor.

23.6 Disaster Plan

Within ninety (90) days of the Effective Date, Contractor shall prepare a draft disaster debris cleanup implementation plan that sets forth procedures for collection of debris following a major disaster such as an earthquake, storm, flood, fire, terrorist attack, riot, civil disturbance or other similar event. The disaster plan shall address priorities for cleanup at critical facilities, procedures for reimbursement for costs, describe communication plans, list key contact persons, and provide maps showing proposed sites for stockpiling of disaster debris that cannot be transported to the landfill. Contractor shall coordinate the plan with City's emergency service teams and private parties, as necessary. The draft plan shall be presented to the City Manager for consideration and approval. The final plan shall be distributed to those employees of Contractor and City and private parties who would have a role in implementing such plan in the event of a disaster.

In addition to the disaster debris cleanup implementation plan, Contractor shall: (1) assist City in the event of a major disaster by providing Collection Vehicles and drivers normally assigned to City at rates which do not exceed the maximum rates set forth on Exhibit A; and (2), upon request and at no additional charge, provide to City at City Hall or other locations designated by the City Manager, up to ten (10) Bins and/or Roll-off Boxes, with the quantity and size to be designated by City , for use as emergency containers to store emergency materials and supplies.

23.7 Failure to Report

The refusal of Contractor to file any of the reports required, or the inclusion of any materially false or misleading statement or representation made knowingly by Contractor in such report shall be deemed a material breach of the Agreement, and shall subject Contractor to all remedies, legal or equitable, which are available to City under this Agreement or otherwise.

SECTION 24.
COMPENSATION

24.1 Contractor Rates

Contractor shall provide services to Customers pursuant to this Agreement at rates set forth in the attached Exhibit A, which sets out the maximum rates that may be charged by Contractor, as such maximum rates may be adjusted from time to time pursuant to the terms hereof. The maximum rates set forth in Exhibit A are inclusive of all services to be provided, including transportation, disposal, and Container costs, and no other charges shall be imposed by Contractor for such services.

24.2 Resolution of Disputes Regarding Rate Adjustments

Any dispute regarding an adjustment to the maximum rates Contractor may charge, or the computation thereof, shall be decided by the City Manager. The rates in effect at the time such dispute is submitted to the City Manager shall remain in effect pending resolution of such dispute. The effective date of the adjusted maximum rate following the resolution of any such dispute, whether retroactive or prospective, shall be determined by the City Manager.

24.3 Annual Consumer Price Index Adjustments

Contractor has agreed not to increase rates prior to July 1, 2027. Commencing on July 1, 2027, and annually thereafter on each subsequent July 1st during the Term hereof (the "Adjustment Dates"), such rates shall be adjusted by multiplying each rate by the change in the annual Consumer Price Index ("CPI") and shall include rollover compensation from the previous two (2) years with the un-applied percentage rolled forward and applied to subsequent years for All Items, Not Seasonally Adjusted, San Francisco-Oakland-Hayward, California, as published by the U. S. Department of Labor, Bureau of Labor Statistics, Series Id. CUURS49BSA0, Base Date 1982-84=100, or the most similar successor index if this index is no longer available.

It is anticipated that Contractor shall provide all necessary calculations of the CPI adjustment to Contract Manager (or his/her designee) at least forty-five (45) days prior to the date of the adjustment. City to verify information provided by Contractor, to ensure the submitted information is correct and supported by all necessary documentation.

24.4 Limitations to Annual CPI Adjustments

Notwithstanding anything to the contrary in Section 24.3 above, the maximum annual adjustment occurring pursuant to Section 24.3 shall be limited by the provisions set forth below.

Five Percent (5%) Cap

Any maximum rate may not be increased in any given year by more than five percent (5.0%) without regard to any higher increase which may otherwise be justified by the formula set for the in Section 24.3. In the event an increase exceeds the five percent (5.0%) cap, the un-applied percentage may be rolled forward and applied to the maximum rate increases in subsequent years provided that the rate increase in any year may not exceed 5.0% and may not be less than 0%.

24.5 Discretionary Adjustments

Contractor may request an adjustment to the maximum rates set forth in Exhibit A at reasonable times other than as set forth in Section 24.3 for unusual changes in the cost of providing service, if the City Council approves such a request the adjustment shall be documented through a written addendum to this Agreement, executed by both parties prior to implementation. For each request for an adjustment to the maximum rates brought pursuant to this Section Contractor shall prepare a schedule documenting the extraordinary costs. Such request shall be prepared in a form acceptable to City with support for assumptions made by Contractor in preparing the estimate. The City Council shall review Contractor's request and, in as to whether an adjustment to the maximum rates will be made, and, if an adjustment is permitted, the appropriate amount of the adjustment. The City Council may consider increases or decreases in Contractor's total revenues and total cost of services when reviewing an extraordinary rate adjustment request.

24.5.1 Change in Law Adjustment

Contractor may request an adjustment to the maximum rates set forth in Exhibit A resulting from a change in law that materially affects the cost of providing services resulting from a change in law that has a material affect on the cost of providing service, if the City Council approves such a request the adjustment shall be documented through a written addendum under this Agreement executed by both parties prior to implementation. For purposes of this section, a material affect shall be an increase in costs greater than 5.0%. Contractor shall provide City Manager sufficient information to demonstrate the increase in costs associated with the Change in Law. A Change in Law Adjustment shall be effective on and after the actual date of the change in operations which resulted from the Change in Law. The City Manager is under no obligation to approve the requested adjustment if there is reasonable justification including a finding that the Contractor did not substantially comply with all terms of this Agreement.

24.5.2 City Directed Change in Scope

A change in services or obligations of Contractor under this Agreement requested by the City, including, without limitation, increased or modified Franchise Fees, additional or new reporting requirements, changes in service frequency, or any change in City's designation of a Facility utilized by Contractor, if the City Council approves such a request the adjustment shall be documented through a written addendum to this Agreement, executed by both parties prior to implementation.

24.5.3 Surcharge Fees

Any increase or decrease in direct per-ton surcharges, disposal or processing fees, or other taxes, fees, charges, or surcharges imposed on the collection, transportation, processing, or disposal of Franchised Materials by Federal, State, or local regulatory agencies occurring two years after the Effective Date of this Agreement, if the City Council approves such a request the adjustment shall be documented in a written addendum to this Agreement, which must be executed by both parties prior to implementation.

SECTION 25.
IDENTIFICATION OF CONTRACTOR

Contractor has agreed to use the name(s) "Pena's Disposal Inc.", "Pena's Disposal" or other similar iteration thereof, to identify itself to the public as the specific organization that shall provide all services under this Agreement. Unless otherwise approved in writing by City, this name shall be used for all correspondence, Billing statements, directory listings, references, signs, and vehicle and Container identification.

SECTION 26.
CITY'S FLOW CONTROL OPTION/COUNTY AGREEMENT

26.1 Flow Control Option

(A) As of the effective date, Contractor shall have the absolute discretion to utilize any disposal facility, transfer station, recycling facility, material recovery facility, landfill, or other facility of its choosing to retain, recycle, process, and dispose of Solid Waste generated within the City, provided the use of such facility by Contractor enables it to meet all other requirements of this Agreement.

SECTION 27.
INDEMNIFICATION

27.1 General

(A) To the fullest extent permitted by law, Contractor hereby agrees to and shall indemnify and hold harmless City , its elected and appointed officials, officers, employees, agents, and volunteers (collectively the "Indemnified Parties") from and against any and all loss, liability, penalty, forfeiture, claim, demand, action, proceeding or suit in law or equity of any and every kind and description (including, but not limited to, injury to and death of any Person and damage to property, or for contribution or indemnity claimed by third parties) arising out of, resulting from, and/or in any way connected with this Agreement including: (1) the negligence or willful misconduct of Contractor, its officers, employees, agents, and/or subcontractors in performing services under this Agreement; (2) the failure of Contractor, its officers, employees, agents, and/or subcontractors to comply in all respects with the provisions of this Agreement, all Applicable Laws (including, without limitation, the Environmental Laws), ordinances and regulations, and/or applicable permits and licenses; (3) the acts of Contractor, its officers, employees, agents, and/or subcontractors in performing services under this Agreement for which strict liability is imposed by law (including, without limitation, the Environmental Laws); and (4) any challenge to the award of, or any provisions of this Agreement (including any claim that the application of any provision hereof violates any provision of the California Constitution). The foregoing indemnity and hold harmless provisions shall apply regardless of whether such loss, liability, penalty, forfeiture, claim, demand, action, proceeding, suit, injury, death or damage is also caused in part by any of Indemnified Parties' negligence, but shall not extend to matters resulting from Indemnified Parties' sole negligence, or willful misconduct. Contractor further agrees to and shall, upon demand of City , at Contractor's sole cost and expense, defend (with attorneys acceptable to City) City , its elected and appointed boards and commissions, officers, employees, and agents against any claims, actions, suits in law or equity or other proceedings, whether judicial, quasi-judicial or administrative in nature, arising or resulting from any of the aforementioned events, and to reimburse City for any and all costs and expenses City incurs in providing any such defense, either before, during or after the time Contractor elects to provide such defense, including any and all costs incurred in overseeing any defense to be provided herein by Contractor.

(B) Contractor, upon demand of City , made by and through the City Attorney, shall protect City and appear in and defend City and its elected officials, officers, employees and agents, in any claims or actions by third parties, whether judicial, administrative or otherwise, including, but not limited to disputes and litigation over the definitions of "Solid Waste" or "Recyclable Material," the scope of the rights granted herein, conflicts between the rights granted herein and rights asserted by other Persons, or the limits of City's authority with respect to the grant of licenses, or agreements, exclusive or otherwise, asserting rights under the Dormant Commerce Clause or any other federal or state laws to provide Collection services in the City .

(C) The provisions of this Section shall not terminate or expire, shall be given the broadest possible interpretation, and shall survive the expiration or earlier termination of this Agreement.

27.2 Hazardous Substances Indemnification

(A) Without regard to any insurance coverage or requirements, and without limiting the above general indemnification obligation in any way, Contractor specifically agrees to and shall, to the maximum extent permitted by law, defend (with counsel acceptable to City) reimburse, indemnify, and hold City and its past and present officers, council members, employees, consultants and agents (hereinafter "Indemnified Parties") harmless from and against any and all claims, actions, liabilities, damages, demands, judgments, losses, costs, liens, expenses, suits, actions, attorneys' fees, consultant fees, penalties and any and all other losses, damages, fees and expenses of whatever kind or nature ("Claims") (including but not limited to response costs, investigative costs, assessment costs, monitoring costs, treatment costs, cleanup costs, removal costs, remediation costs, and similar costs, damages and expenses) that arise out of or are alleged to arise out of or in any way relate to any action, inaction or omission of Contractor that:

(1) results in any demand, claim, notice, order, or lawsuit, asserting that any Indemnified Party is liable, responsible or in any way obligated to investigate, assess, monitor, study, test, treat, remove, remediate, or otherwise cleanup, any Hazardous Contaminant (as defined herein); or

(2) relates to materials Collected, transported, recycled, processed, treated or disposed of by Contractor

(B) Contractor's obligations pursuant to this Section shall apply, without limitation, to:

(1) any Claims brought pursuant to or based on the provisions of the Environmental Laws, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9601 et seq., the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6901 et seq., the Carpenter-Presley-Tanner Hazardous Substances Account Act (California Health & Safety Code Sections 25300 et seq.), the California Hazardous Waste Control Laws (California Health and Safety Code Sections 25100 et seq.), the California Porter-Cologne Act (California Water Code Section 13000 et seq.), and any and all amendments and regulations thereto, and any other federal, state, regional or local environmental statutory or regulatory provision;

(2) any Claims based on or arising out of or alleged to be arising out of the ownership, use, lease, sale, design, construction, maintenance or operation by Contractor of any facility;

(3) any Claims based on or arising out of or alleged to be arising out of the marketing, sale, distribution, storage, transportation, disposal, processing or use of any materials recovered by Contractor; and

(4) any Claims based on or arising out of or alleged to be arising out of any breach of any express or implied warranty, representation or covenant arising out of or in connection with this Agreement.

(C) The foregoing indemnity and defense obligations shall apply irrespective of the negligence or willful misconduct of Contractor or any Affiliate of Contractor.

(D) For purposes of this Agreement, the term "Hazardous Contaminant" shall mean any "hazardous material," as that term is defined under California Health & Safety Code Section 25501(n); any "hazardous substance," as that term is defined herein or under California Health & Safety Code Sections 25281(h), 25501(n), 25501.1 and under Title 42, Section 9601(14) of the United States Code; any "hazardous waste," as that term is defined herein and under Title 42, Section 6903(5) of the United States Code and under California Health & Safety Code Section 25501(n); any chemical which the Governor has identified as a chemical known to the State to cause cancer or reproductive toxicity pursuant to California Health & Safety Code Section 25249.8; any crude oil or refined or unrefined petroleum product or any fraction or derivative thereof; and any asbestos or asbestos-containing material. The term "Hazardous Contaminant" shall also include any and all amendments to the above-referenced statutory and regulatory provisions made before or after the date of execution of this Agreement.

(E) The provisions of this Section shall not terminate or expire, shall be given the broadest possible interpretation, and shall survive the expiration or earlier termination of this Agreement.

(F) With regard to any claim covered by this provision arising from the delivery of Solid Waste to the Tulare County landfill system pursuant to the terms of the County Agreement, the indemnity provisions hereof are intended to be supplemental to any indemnification obligations owed to the City by the County of Tulare pursuant to the County Agreement.

(G) The foregoing indemnification provisions exclude liability for de minimis amounts of hazardous contaminants, substances, wastes or materials that (1) are not detected or detectible from manual or automated waste sorting or processing efforts; (2) are commonly found in used household cleaning products and similar goods that are discarded by generators in the solid waste stream ("household hazardous waste"), and (3) for which currently available technology either does not screen, or cannot completely remove."

(H) The foregoing indemnification provisions exclude liability from facilities or disposal sites City has directed Contractor to as a result of exercising its Flow Control Option as defined in Section 26.1

SECTION 28
CONTRACTOR'S BOOKS AND RECORDS; AUDITS

28.1 Maintenance and Inspection of Records

Contractor shall maintain all records relating to the services provided hereunder, including but not limited to Customer lists, billing records, accounts payable records, maps, AB 939/SB 1383 compliance records, records reflecting the number of refuse, recycling and organics routes and route hours by service category (such as residential, multi-family, commercial, roll-off, and special services), records demonstrating facilities, equipment and personnel used to perform services, records reflecting the number of refuse, recycling and organics Containers in service by frequency of Collection for each customer group (such as single family, multi-family, commercial, roll-off); records reflecting the number of roll-off box pulls, and such other documents and materials which reasonably relate to Contractor's compliance with the provisions of this Agreement (the "Records"), for the full Term of this Agreement, and an additional period thereafter of not less than three (3) years, or any longer period required by law. City shall have the right, upon five (5) business days advance notice, to inspect the Records. Such Records shall be made available to City at Contractor's regular place of business. Prior to destruction of records relating to the services provided pursuant to this Agreement, Contractor shall provide copies or originals of such records to City.

28.2 CERCLA Defense Records

City views the ability to defend against the Comprehensive Environmental Response, Compensation and Liability Act and related litigation as a matter of great importance. For this reason, the City regards the ability to prove where Solid Waste Collected in the City was taken for Disposal, as well as where it was not taken, to be matters of concern. Contractor shall maintain data retention and preservation systems which can establish where Solid Waste Collected in the City was landfilled (and therefore establish where it was not landfilled) for not less than five (5) years following the termination of this Agreement, and agrees to notify City's City Manager, City Clerk and City Attorney before destroying such records thereafter. At any time, including after the expiration of the Term hereof, Contractor shall provide copies of such records to City. The requirements of this Section shall survive the expiration of the Term of this Agreement.

28.3 Ongoing Compliance Review

City intends review Contractor's performance on an ongoing basis to ensure compliance with the terms and provisions of this Agreement, and it is City's intent that a designated portion of the Waste and Recycling Services Reimbursement, as more fully described in Section 17, will be used to fund City's costs associated with ensuring Contractor's ongoing compliance. At a minimum, City intends to have internal staff or outside consultants review Contractor's performance to ensure ongoing compliance with the terms hereof, including, but not limited to, the payment of required fees, performance of the services stated herein, implementation of programs required under the Agreement, Contractor's maintenance and upkeep of records, and compliance with all Applicable Laws. Contractor shall provide any and all information reasonably requested by City in connection with its efforts to ensure compliance with the terms hereof, regardless of whether such information is specifically otherwise called out herein as an item that Contractor is required to maintain and provide to City .

28.4 Audits

28.4.1 Examination of Services

From time to time, anticipated to occur as a result of reports and other submittals required by this Agreement, City may request Contractor to make available any or all of its records related to performance hereunder available to an independent auditor or examiner, to be selected by the City , for auditing and examination purposes (a "Discretionary Audit"). The scope of the Discretionary Audit and auditor or examiner will be determined by City and the scope may include, but is not limited to, compliance with terms of this Agreement, Customer service levels and Billing, fee payments, Gross Receipts, tonnage, and verification of diversion rates. Except as otherwise provided herein, City shall bear the cost of any Discretionary Audit. Should any Discretionary Audit reveal an underpayment of any Franchise Fee required pursuant to this Agreement, the amount of such underpayment shall become due and payable to City not later than fifteen (15) days after written notice of such underpayment is sent to Contractor by City, complete with any additional late charges as set forth herein. If a Discretionary Audit reveals inaccuracies or inconsistencies in more than five percent (5%) of all Customer accounts, either with Contractor's operations or billing systems, or an underpayment of Franchise Fees of more than three percent (3%), Contractor shall bear the entire cost of such Discretionary Audit.

28.4.2 Route Audit

Contractor shall perform periodic route audits and provide to the City a summarizing report within thirty (30) days of completion of each audit. The report shall also include a description of the changes and Contractor's plans to resolve any exceptions. The route audit data and results of the audit shall be available for review by the City or its representative.

SECTION 29.
TRANSITION OBLIGATIONS

At the end of the Term, or in the event this Agreement is terminated for cause prior to the end of the Term, Contractor shall cooperate fully with City and any subsequent solid waste enterprise it designates to assure a smooth transition of services. Contractor's cooperation shall include, but not be limited to, providing route lists, billing information and other operating records needed to service all premises covered by this Agreement. The failure to cooperate with City following termination shall be conclusively presumed to be grounds for specific performance of this covenant and/or other equitable relief necessary to enforce this covenant. Contractor shall provide any new solid waste enterprise with all keys, security codes and remote controls used to access garages, gates and bin enclosures. Contractor shall be responsible for coordinating transfer immediately after its final collection activities, so as to not disrupt services, including coordinating with the new solid waste enterprise on the removal of Contractor's Containers and the delivery of the new solid waste enterprise's Containers. Contractor shall provide City with detailed route sheets containing service names and addresses, billing names and addresses, monthly rate and service levels (number and size of Containers and pickup days) at least 90 days prior to the transition date, provide an updated list two weeks before the transition, and a final updated list with any changes the day before the transition. Contractor shall provide means of access to the new solid waste enterprise at least one full business day prior to its first day of collection, and within sufficient time so as to not impede in any way the new solid waste enterprise from easily servicing all Containers.

SECTION 30
GENERAL PROVISIONS

30.1 Force Majeure

Contractor shall not be in default under this Agreement in the event that its ability to provide Solid Waste Handling Services or Temporary Services, in compliance with its obligation to do so hereunder, is temporarily interrupted or discontinued for any of the following reasons: riots, wars, sabotage, civil disturbances, insurrections, strikes or other labor disturbances lasting five (5) days or less, explosion, natural disasters such as floods, earthquakes, landslides, and fires, or "other catastrophic events" which are beyond the reasonable control of Contractor. The term "other catastrophic events" does not include: (i) the financial inability of Contractor to perform; (ii) failure of Contractor to obtain any necessary permits or licenses from other governmental agencies; (iii) the failure to obtain the right, or the loss of the right, to use the facilities of any public utility where such failure is due in substantial part to the acts or omissions of Contractor; or (iv) strikes or other labor disturbances lasting longer than five (5) days.

30.2 Independent Contractor

Contractor is an independent contractor and not an officer, agent, servant, or employee of City. Contractor is solely responsible for the acts and omissions of its officers, agents, employees, and subcontractors, if any. Nothing in this Agreement shall be construed as creating a partnership or joint venture between City and Contractor. Neither Contractor nor its officers, employees, agents, or subcontractors shall obtain any rights to retirement or other benefits which accrue to City employees.

30.3 Pavement Damage

Contractor shall be responsible for the cost of repair of any extraordinary damage to the public streets and streets, whether or not paved, located within the City resulting from providing the services required hereunder.

30.4 Property Damage

Any physical damage caused by the negligent or willful acts or omissions of employees, agents, or subcontractors of Contractor to private or public property shall be promptly repaired or replaced at Contractor's expense.

30.5 Right of Entry

Contractor shall not have the right, until Contractor receives permission from the property owner, to enter or drive on any private street, court, place, easement, or other private property for the purpose of providing Temporary Services and/or Solid Waste Handling Services pursuant to this Agreement.

30.6 Law to Govern; Venue

The laws of the State of California shall govern this Agreement. This Agreement is entered into and is to be performed in Tulare County. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Tulare and venue in federal trial courts shall lie exclusively in the District of California in which City is located. To the fullest extent permitted by law, the parties waive any right of removal provided pursuant to Code of Civil Procedure § 394.

30.7 Amendment

This Agreement is intended to carry out City's obligations to comply with the provisions of AB 939 and SB 1383, as implemented by regulations of CalRecycle, as they from time to time may be amended. In the event that, after the Effective Date of this Agreement, AB 939 or SB 1383 is amended, or other state or federal laws or regulations are enacted and prevent or preclude compliance with one or more provisions of this Agreement, such provisions shall be modified or suspended as may be necessary to comply with such state or federal laws or regulations. Except as otherwise expressly stated herein, no other amendment of this Agreement shall be valid unless it is in writing and duly executed by the parties.

30.8 Notices

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

To City:	City of Dinuba Attn: City Manager 405 E El Monte Way Dinuba, CA 93618
To Contractor:	Pena's Disposal, Inc Attn: President / General Manager 12094 Avenue 408 Cutler, CA 93615

or to such other address as either party may from time to time designate by notice to the other given in accordance with this Section. Notice shall be deemed given on the date served if served personally between the hours of 8:00 a.m. to 5:00 p.m. on any regular business day for City's business offices. If mailed, notice shall be deemed given three (3) business days from the date such notice is deposited in the United States mail in the manner proscribed above.

30.9 Savings Clause

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

30.10 Exhibits Incorporated

Exhibits ___ through ___ are attached to and incorporated in this Agreement by reference.

30.11 Joint Drafting

The parties acknowledge that this Agreement has been negotiated at arm's length, that each party has been represented by counsel selected by the party, and that this Agreement has been drafted by both parties. Neither party shall be construed as the draftsperson of this Agreement, and the provisions of Civil Code § 1654 are hereby waived with respect to this Agreement.

30.12 Attorneys' Fees and Litigation Costs

In the event either party brings any action or proceeding to enforce or interpret the terms or provisions of this Agreement, the prevailing party in any such action or proceeding shall be entitled to recover its reasonable attorneys' fees and other litigation costs and expenses, including without limitation expert witness fees, consultant fees and costs. Without limiting its scope in any way, this provision is expressly intended to, and shall, apply to fees and costs incurred in any appeal.

30.13 City's Authorized Agent

Notwithstanding anything contained herein to the contrary, and excepting amendments hereto and such actions set forth herein specifically calling for City Council action or approval, the City Manager is designated as the City's authorized agent to take any action with regard to any matter, or enforce any right, set forth herein requiring action by the City.

30.14 Integrated Agreement

This Agreement contains the entire integrated agreement and understanding concerning the subject matter herein and supersedes and replaces any prior negotiations, promises, proposals, and agreements between the Parties, whether written or oral. The Parties acknowledges this document has been executed with the consent and upon the advice of counsel. Each of the Parties acknowledges that no party or agent or attorney of any other party has made any promise, representation, or warranty, express or implied, not contained in this Agreement, to induce the other party to execute this instrument.

30.15 Section Headings

The section headings in this Agreement are for convenience of reference only and are not intended to be used in the construction of this Agreement nor to alter or affect any of its provisions.

30.16 Compliance with Law

In providing the services required under this Agreement, Contractor shall at all times, at its sole cost, comply with all Applicable Laws, including the laws and regulations of the United States, the State of California, the provisions of the Municipal Code, and any federal, state, regional or local administrative and regulatory agencies, now in force and as they may be enacted, issued or amended.

30.17 No Third Party Beneficiaries

Except as otherwise provided for in this Agreement, nothing in this Agreement, whether expressed or implied, is intended to confer any rights on any persons other than the parties to the Agreement and their representatives, successors, and permitted assigns.

[SIGNATURES ON FOLLOWING PAGE]

"City"

CITY OF DINUBA

Dated: ______________________________ By:______________________________
Luis Patlan, City Manager

ATTEST:

By:______________________________
Maria Alaniz, City Clerk

APPROVED AS TO FORM:

By:______________________________
Chad M. Lew, City Attorney

"Contractor"

Pena's Disposal Inc.

Dated: ______________________________ By:______________________________

Dated: ______________________________ By:______________________________

EXHIBIT A

Residential Service

Rate Type	Hauler Revenue	City Fees Franchise Fee 10%	Street Sweeping & Alley Clean-up	City Billing & Admin	All-Inclusive Rate
Standard 3-cart (96gal)	$ 22.28	$ 2.48	$ 4.50	$ 4.50	$ 33.75
Senior Discounted Rate	$ 20.05	$ 2.23	$ 4.50	$ 4.50	$ 31.28
Other Cart size/configuration					
Other Cart size/configuration					
Other Cart size/configuration					
Extra Trash Cart	$ 13.95	$ 1.55			$ 15.50
Extra Recycle Cart	$ 5.85	$ 0.65			$ 6.50
Extra Organics Cart	$ 9.45	$ 1.05			$ 10.50
Overloaded Cart Fee*	$ 16.60	$ 1.85			$ 18.45
Contaminated Cart Fee*	$ 36.00	$ 4.00			$ 40.00
Reactivation Fee	$ 22.50	$ 2.50			$ 25.00
Extra Dump - service day	$ 10.80	$ 1.20			$ 12.00
Extra Dump - non service day	$ 13.50	$ 1.50			$ 15.00

*After 3rd offense only. First and second offense will be warnings.

City Events & Services (Not Defined As No Cost in RFP)

Service	Cost	Additional Detail
Downtown Containers	$ -	NO CHARGE
Bulky Item Event	$ -	NO CHARGE FOR 2X EVENTS PER YEAR
HHW Event	$ -	NO CHARGE FOR 2X EVENTS PER YEAR
Curbside HHW		FREE TO CITY RESIDENTS, LIMITATIONS WILL APPLY
Other?		

Commercial Service

Rate Type	Revenue	City Fees 10%	& Alley Clean-up	Admin	All-Inclusive Rate
Commercial Trash (Black or Grey Container)					
96-gallon 1x week	$ 24.98	$ 2.78	$ 5.00	$ 4.50	$ 37.25
96-gallon 2x week					
96-gallon 3x week					
96-gallon 4x week					
96-gallon 5x week					
96-gallon 6x week					
1 yard bin 1x week	$ 51.98	$ 5.78	$ 5.00	$ 4.50	$ 67.25
1 yard bin 2x week					
1 yard bin 3x week					
1 yard bin 4x week					
1 yard bin 5x week					
1 yard bin 6x week					
1.5 yard bin 1x week					
1.5 yard bin 2x week					
1.5 yard bin 3x week					
1.5 yard bin 4x week					
1.5 yard bin 5x week					
1.5 yard bin 6x week					
2 yard bin 1x week	$ 99.90	$ 11.10	$ 5.00	$ 4.50	$ 120.50
2 yard bin 2x week	$ 175.50	$ 19.50	$ 5.00	$ 4.50	$ 204.50
2 yard bin 3x week	$ 219.60	$ 24.40	$ 5.00	$ 4.50	$ 253.50

2 yard bin 4x week	$ 299.70	$ 33.30	$ 5.00	$ 4.50	$ 342.50
2 yard bin 5x week	$ 378.00	$ 42.00	$ 5.00	$ 4.50	$ 429.50
2 yard bin 6x week					
3 yard bin 1x week	$ 112.50	$ 12.50	$ 5.00	$ 4.50	$ 134.50
3 yard bin 2x week	$ 181.80	$ 20.20	$ 5.00	$ 4.50	$ 211.50
3 yard bin 3x week	$ 345.60	$ 38.40	$ 5.00	$ 4.50	$ 393.50
3 yard bin 4x week	$ 374.45	$ 40.05	$ 5.00	$ 4.50	$ 414.50
3 yard bin 5x week	$ 441.00	$ 49.00	$ 5.00	$ 4.50	$ 499.50
3 yard bin 6x week					
4 yard bin 1x week	$ 135.00	$ 15.00	$ 5.00	$ 4.50	$ 159.50
4 yard bin 2x week	$ 285.30	$ 31.70	$ 5.00	$ 4.50	$ 326.50
4 yard bin 3x week	$ 387.00	$ 43.00	$ 5.00	$ 4.50	$ 439.50
4 yard bin 4x week	$ 513.00	$ 57.00	$ 5.00	$ 4.50	$ 579.50
4 yard bin 5x week	$ 594.90	$ 66.10	$ 5.00	$ 4.50	$ 670.50
4 yard bin 6x week					
5 yard bin 1x week	$ 157.50	$ 17.50	$ 5.00	$ 4.50	$ 184.50
5 yard bin 2x week	$ 314.10	$ 34.90	$ 5.00	$ 4.50	$ 358.50
5 yard bin 3x week	$ 432.00	$ 48.00	$ 5.00	$ 4.50	$ 489.50
5 yard bin 4x week	$ 531.00	$ 59.00	$ 5.00	$ 4.50	$ 599.50
5 yard bin 5x week	$ 612.00	$ 68.00	$ 5.00	$ 4.50	$ 689.50
5 yard bin 6x week					
6 yard bin 1x week					
6 yard bin 2x week					
6 yard bin 3x week					
6 yard bin 4x week					
6 yard bin 5x week					
6 yard bin 6x week					

Special Programs

Rate Type	Hauler Revenue	Franchise Fee 10%	Street Sweeping & Alley Clean-up	City Billing & Admin	All-Inclusive Rate
Steam Clean	$ 40.95	$ 4.55	$ 5.00	$ 4.50	$ 55.00
?			$ 5.00	$ 4.50	
?			$ 5.00	$ 4.50	
?			$ 5.00	$ 4.50	
?			$ 5.00	$ 4.50	
?			$ 5.00	$ 4.50	

Commercial/Other Charges (only listed charges will be allowed)

		City Fees			
Rate Type	Hauler Revenue	Franchise Fee 10%	Street Sweeping & Alley Clean-up	City Billing & Admin	All-Inclusive Rate
Comm Contamination-cart*	$ 36.00	$ 4.00			$ 40.00
Comm Contamination-bin*	$ 81.52	$ 9.06			$ 90.58
Commercial Overload-cart	$ 16.61	$ 1.85			$ 18.45
Commercial Overload-bin	$ 65.21	$ 7.25			$ 72.45
Locking Bin (per bin/per mth)	$ 11.25	$ 1.25			$ 12.50
Gate/Restricted Access (Per mth)	$ 13.50	$ 1.50			$ 15.00
Resume Fee/Collection	$ 22.50	$ 2.50			$ 25.00
Damaged Cart (negligence)	$ 67.50	$ 7.50			$ 75.00
Damaged Bin (negligence)	$ 135.00	$ 15.00			$ 150.00
Damaged Lid (negligence)	$ 13.50	$ 1.50			$ 15.00
Extra Dump - service day	$ 36.00	$ 4.00			$ 40.00
Extra Dump - non service day	$ 45.00	$ 5.00			$ 50.00
Other?	$ -	$ -			
Other?	$ -	$ -			
Other?	$ -	$ -			
Other?	$ -	$ -			
Other?	$ -	$ -			
Other?	$ -	$ -			

*After 3rd offense only. First and second offense will be warnings.

		City Fees			
Rate Type	Revenue	10%	& Alley Clean-up	Admin	Rate
Commercial Recycling (Blue Container)					
96-gallon 1x week	$ 18.45	$ 2.05			$ 20.50
96-gallon 2x week					
96-gallon 3x week					
96-gallon 4x week					
96-gallon 5x week					
96-gallon 6x week					
1 yard bin 1x week					
1 yard bin 2x week					
1 yard bin 3x week					
1 yard bin 4x week					
1 yard bin 5x week					
1 yard bin 6x week					
1.5 yard bin 1x week					
1.5 yard bin 2x week					
1.5 yard bin 3x week					
1.5 yard bin 4x week					
1.5 yard bin 5x week					
1.5 yard bin 6x week					

2 yard bin 1x week					
2 yard bin 2x week					
2 yard bin 3x week					
2 yard bin 4x week					
2 yard bin 5x week					
2 yard bin 6x week					
3 yard bin 1x week	$ 78.75	$ 8.75			$ 87.50
3 yard bin 2x week	$ 125.55	$ 13.95			$ 139.50
3 yard bin 3x week	$ 179.55	$ 19.95			$ 199.50
3 yard bin 4x week					
3 yard bin 5x week					
3 yard bin 6x week					
4 yard bin 1x week	$ 85.05	$ 9.45			$ 94.50
4 yard bin 2x week	$ 134.55	$ 14.95			$ 149.50
4 yard bin 3x week					
4 yard bin 4x week					
4 yard bin 5x week					
4 yard bin 6x week					
5 yard bin 1x week					
5 yard bin 2x week					
5 yard bin 3x week					
5 yard bin 4x week					
5 yard bin 5x week					
5 yard bin 6x week					
6 yard bin 1x week	$ 103.05	$ 11.45			$ 114.50
6 yard bin 2x week	$ 148.05	$ 16.45			$ 164.50
6 yard bin 3x week					
6 yard bin 4x week					
6 yard bin 5x week					
6 yard bin 6x week					

Temporary & Industrial Service

Rate Type	Service Charge	Per-Ton Charge	City Fees Franchise Fee 10%	All-Inclusive Rate
Temporary Bin (3-yard)	$ 72.00		$ 8.00	$ 80.00
Temporary Bin (4-yard)	$ 85.50		$ 9.50	$ 95.00
20YD Roll-Off/Compactor - Trash PERM	$ 290.70	$ 34.00	$ 32.30	$ 323.00
30YD Roll-Off/Compactor - Trash PERM	$ 311.40	$ 34.00	$ 34.60	$ 346.00
40YD Roll-Off/Compactor - Trash PERM	$ 337.50	$ 34.00	$ 37.50	$ 375.00
20YD Roll-Off/Compactor - Recycling	$ 135.00	Varies	$ 15.00	$ 150.00
30YD Roll-Off/Compactor - Recycling	$ 135.00	Varies	$ 15.00	$ 150.00
40YD Roll-Off/Compactor - Recycling	$ 135.00	Varies	$ 15.00	$ 150.00
50YD Roll-Off/Compactor - Recycling	$ 135.00	Varies	$ 15.00	$ 150.00
20YD Roll-Off - C&D	$ 247.50	$ 52.00	$ 27.50	$ 275.00
30YD Roll-Off - C&D	$ 270.00	$ 52.00	$ 30.00	$ 300.00
40YD Roll-Off - C&D	$ 283.50	$ 52.00	$ 31.50	$ 315.00
Trip Charge/Relocation	$ 67.50		$ 7.50	$ 75.00
20YD Roll-Off - Trash TEMP	$ 180.00	$ 38.00	$ 20.00	$ 200.00
30YD Roll-Off - Trash TEMP	$ 198.00	$ 38.00	$ 22.00	$ 220.00
40YD Roll-Off - Trash TEMP	$ 220.50	$ 38.00	$ 24.50	$ 245.00
Per-Day Rental (over 7 days)	$ 17.55		$ 1.95	$ 19.50

Rate Type	Hauler Revenue	City Fees Franchise Fee 10%	Street Sweeping & Alley Clean-up	City Billing & Admin	All-Inclusive Rate
Commercial Organics (Green or Brown Container)					
96-gallon 1x week	$32.99	$3.67			$36.65
96-gallon 2x week	$42.75	$4.75			$47.50
96-gallon 3x week	$57.15	$6.35			$63.50
96-gallon 4x week	$65.70	$7.30			$73.00
96-gallon 5x week	$82.35	$9.15			$91.50
96-gallon 6x week					
1 yard bin 1x week					
1 yard bin 2x week					
1 yard bin 3x week					
1 yard bin 4x week					
1 yard bin 5x week					
1 yard bin 6x week					
1.5 yard bin 1x week					
1.5 yard bin 2x week					
1.5 yard bin 3x week					
1.5 yard bin 4x week					
1.5 yard bin 5x week					
1.5 yard bin 6x week					
2 yard bin 1x week	$68.85	$7.65			$76.50
2 yard bin 2x week	$125.55	$13.95			$139.50
2 yard bin 3x week	$175.05	$19.45			$194.50
2 yard bin 4x week	$235.35	$26.15			$261.50
2 yard bin 5x week	$301.05	$33.45			$334.50
2 yard bin 6x week					
3 yard bin 1x week					

3 yard bin 2x week					
3 yard bin 3x week					
3 yard bin 4x week					
3 yard bin 5x week					
3 yard bin 6x week					
4 yard bin 1x week					
4 yard bin 2x week					
4 yard bin 3x week					
4 yard bin 4x week					
4 yard bin 5x week					
4 yard bin 6x week					
5 yard bin 1x week					
5 yard bin 2x week					
5 yard bin 3x week					
5 yard bin 4x week					
5 yard bin 5x week					
5 yard bin 6x week					
6 yard bin 1x week					
6 yard bin 2x week					
6 yard bin 3x week					
6 yard bin 4x week					
6 yard bin 5x week					
6 yard bin 6x week					

EXHIBIT B

CONTAINER GUIDELINES

SERVICE SCHEDULE:

Commercial accounts shall be made available no later than 5:00 a.m. on scheduled service day for pick up.

Residential accounts shall be made available no later than 6:00 a.m. on scheduled service day for pick up.

When an observed holiday occurs, there will be a one-day delay in the service schedule.

GENERAL INFORMATION:

Place containers a minimum of two (2) feet from each other with no obstructions.

Containers should have a four (4) feet clearance from obstacles, e.g., vehicles, trailers, boats, walls, fences, etc., to avoid risk of damage.

Lids on containers should close completely to avoid an overfilled charge or not being serviced.

Containers are considered overfilled when the lid does not close completely and is subject to overfilled charges after two (2) offenses and the Driver deems it safe to service. If the Driver deems it unsafe to service, then the Customer must remove excess contents that allow the lid to close before servicing.

Container contents should not be compressed/packed; items must fall freely when emptied.

Only place acceptable items in appropriate containers; contaminated containers may incur a contamination fee when serviced.

Containers should never be relocated from the designated service address.

REPAIRS

Containers in need of repair, through reasonable wear and tear, will be on Customers service day.

Containers shall remain accessible until repaired on service day to avoid a return trip fee.

Customer is liable for cost of replacement containers that are lost, stolen, or a result of excessive damage; police reports are an acceptable form of compensation.

CITY OF DINUBA
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City Council Staff Report

Department: PARKS & COMMUNITY SERVICES — June 24, 2025

To: Mayor and City Council

From: Stephanie Hurtado, Park & Community Svs Director

By:

Subject: Proclamation 2025-02 Declaring July as "Parks Make Life Better! ® Month" (SH)

RECOMMENDATION:

Council to adopt a proclamation declaring July as "Parks Make Life Better!® Month" in the City of Dinuba.

EXECUTIVE SUMMARY:

The California Park & Recreation Society (CPRS) has designated July as "Parks Make Life Better! ® Month" to raise awareness of the vital role parks and recreation play in the quality of life for all Californians. The campaign highlights how parks, open space, and recreational opportunities improve community health, protect the environment, support economic development, and foster social connections.

OUTSTANDING ISSUES:

None.

DISCUSSION:

The Parks and Community Services Department would like the City of Dinuba to join the CPRS campaign declaring July as "Parks Make Life Better! ® Month". The Dinuba Parks and Community Services Department supports this initiative by offering a wide range of recreation programming, special events, cultural activities, sports, and wellness opportunities that positively impact residents of all ages. By proclaiming July as "Parks Make Life Better! ® Month," the City of Dinuba joins communities throughout California in recognizing the significant value that parks and recreation bring to the health and well-being of individuals, families, and neighborhoods. The proclamation aligns with the City's goals to promote healthy lifestyles, provide safe and inclusive recreational opportunities, and enhance the quality of life for our residents. Staff request council adopt attachment 'A', proclamation 2025-02 declaring July as "Parks Make Life Better! ® Month".

FISCAL IMPACT:

There is no fiscal impact associated with the approval of this proclamation.

PUBLIC HEARING:

None required.

ATTACHMENTS:

1. Proclamation 2025-02

CITY OF DINUBA

Proclamation

"Parks Make Life Better!" Month

WHEREAS, Parks and Recreation promotes physical, emotional, and mental health and wellness through organized and self-directed fitness, play, and activity; and

WHEREAS, Parks and Recreation supports the economic vitality of communities by partnering with local businesses and non-profits, and offering events for resident's engagement; and

WHEREAS, Parks and Recreation creates memorable experiences through youth sports and enrichment activities and programs, senior activity centers, and free community events, and beyond; and

WHEREAS, Parks and Recreation fosters social cohesiveness in communities by celebrating diversity, providing spaces to come together peacefully, modeling compassion, promoting social equity, connecting social networks, and ensuring all people have access to its benefits; and

WHEREAS, Parks and Recreation fosters social cohesiveness in communities by celebrating diversity, providing spaces to come together peacefully, modeling compassion, promoting social equity, connecting social networks, and ensuring all people have access to its benefits; and

WHEREAS, Parks and Recreation supports human development and endless learning opportunities that foster social, intellectual, physical, and emotional growth in people of all age and abilities; and

WHEREAS, Parks and Recreation strengthens community identity by providing facilities and services that reflect and celebrate community character, heritage, culture, history, aesthetics, and landscape; and

NOW, THEREFORE, BE IT RESOLVED, I, Rachel Nerio-Guerrero, Mayor of the City of Dinuba, hereby proclaim that the Dinuba City Council recognizes and extends appreciation to our dedicated and skilled staff and hereby proclaim July 2025, as “Parks Make Life Better!” month.

AND, BE IT FURTHER PROCLAIMED, I have hereunto set my hand and cause the great seal of the City of Dinuba to be affixed, on this 24th day of July, two-thousand-twenty-five.

THE FOREGOING, was passed and adopted by the following vote of the City of Dinuba this 24th day of July, two-thousand-twenty-five.

Maria Alaniz

Rachel Nerio-Guerrero,
Mayor

Attest
Maria Alaniz, City Clerk

No. 2025-02

City Council Staff Report

Department: POLICE SERVICES June 24, 2025

To: Mayor and City Council

From: Abel Iriarte, Police Chief

By: Luz Torres, Administrative Assistant II

Subject: Approval of Agreement Between the City of Dinuba and the Dinuba Unified School District for the School Resource Officer Partnership for FY 2025-26 (AI)

RECOMMENDATION:

Council to approve the School Resource Officer (SRO) Agreement with the Dinuba Unified School District for the 2025-26 school year and authorize the city manager or designee to execute the agreement.

EXECUTIVE SUMMARY:

The City of Dinuba has provided the Dinuba Unified School District with on-campus school resource officers since 1999. The city provides two (2) school resource officers (SROs) with the district agreeing to pay for 50% of the officers' costs. One officer is assigned to the Dinuba High School campus on a shared basis with the Sierra Vista campus; and one officer is assigned to the Washington Intermediate School campus. The two school resource officers may also respond as needed to all school sites within the City of Dinuba limits, at their discretion. The SROs provide for police presence on campus and police services in the areas of crime prevention intervention/enforcement, training and counseling.

OUTSTANDING ISSUES:

None.

DISCUSSION:

The school resource officer (SRO) partnership with the school district has improved the on-campus environment for safety, attendance, and grades for students. The school district is supportive in continuing this agreement with the city. Minor adjustments have been made in the financial sections of the agreement to reflect the salary and benefits of the officers.

The agreement specifies that the city and district agree to share in the costs, salary, benefits, vehicle maintenance, training, and estimated overtime for the two (2) SROs with each paying 50% of these expenditures. The cost for the 2025-26 school year will be $164,107, which will be billed on a quarterly basis over the 2025-26 school year.

A copy of the school resource agreement is enclosed herein as Attachment 'A'.

FISCAL IMPACT:

The annual cost of the SRO program is $328,214 for two (2) officers assigned to the school district. The total cost of the program is split 50/50 between the City of Dinuba and the Dinuba Unified School District. The school district agrees to reimburse the city, billed on a quarterly basis over the 2025-26 school year, for a total of $164,107.

PUBLIC HEARING:

None.

ATTACHMENTS:

1. ATTACHMENT 'A' - SRO Agreement FY 2025-26

Campus Based Peace Officer (CBPO)
City/School Agreement

This agreement is entered into, and recognized as a vital working partnership agreement (based on the City/School JPA), between the City of Dinuba referred to as the CITY, and the Dinuba Unified School District, referred to as the DISTRICT.

The City and District desire to have two School Resource Officers (SRO) assigned as follows: One to the campus of Dinuba High School and one to the campus of Washington Intermediate School. At their discretion, the two School Resource Officers may also respond as needed to all school sites within the city limits of Dinuba. While the School Resource Officers may respond to all school sites, it is mentioned that the Tulare County Sheriff's Department will be the initial point of contact for service and response at Grand View Elementary. This implies that the Sheriff's Department will take the lead in handling incidents at this specific school. School Resource Officers will provide police presence and police services in the areas of prevention, intervention/enforcement, training, and counseling.

It is the intent of the City and District that the establishment of the SRO partnership will improve the safety, behavior, and attendance of the students on the campuses as measured by a decrease in suspensions, student expulsions, illegal offenses, and juvenile crime. It is also the intent of both parties that the presence of the SROs on the campuses will help “at-risk” students avoid involvement with the juvenile justice system.

Both parties acknowledge and agree that the SROs do not relinquish any of their constitutional powers or necessary discretion to enforce the law when there exists reasonable suspicion and/or probable cause to do so. The parties further acknowledge and agree that the public maintains their rights to hold the SROs accountable pursuant to Penal Code section 832.5 and any other applicable laws.

The City and District are willing to enter into this agreement upon the terms and conditions set forth:

1. The City shall provide to the District:

   a. Two SROs, one assigned to the campus of Dinuba High School and one assigned to Washington Intermediate School campus. Both officers, at their discretion, may respond as needed to other school sites within the city limits as assigned school duties permit. The Tulare County Sheriff's Department will be the initial point of contact for service and response at Grand View Elementary.

   b. SROs will be available during the hours and times recommended by the schools' principal and mutually agreed upon by the City and District.
   The general schedule for this agreement will be 7:00 a.m. to 5:00 p.m. (10 hours). One Officer will be assigned Monday through Thursday, and the other Officer will be assigned Tuesday through Friday. Consideration will be given for flexible scheduling on days with school events such as games and dances. In addition, based on available after-school district funding and as mutually agreed as to days and times, SROs may be requested and agree to be available from 5:00 p.m. to 6:00 p.m. for the districts after school programs. SROs can play an essential role in providing a safe and secure environment for students and staff within the school community. By extending their availability, upon

request and confirmation of availability; during after-school hours, they can continue to support and engage with students during this critical time.

c. Generally speaking, the SROs will be available for a 40-hour workweek beginning the Monday immediately preceding the first day of student attendance through the last week (Friday) of student attendance. This is generally the 2nd week of August through the last day of May. One of the SROs will be assigned to cover Summer School at Dinuba High School. This is generally the month of June. Vacations and time off will follow the District's vacation and time off schedule as practical.

d. All SROs are Peace Officers under the Penal Code and are employed by the City of Dinuba – Dinuba Police Department answerable directly and solely to the Chief of Police or the Chief's designee. Nothing in this agreement supersedes or negates any of SROs' rights under the Public Safety Officers Procedural Bill of Rights Act (Government Code 3300 et seq).

2. The District shall provide to support this program by the following:

a. District Safety Coordinator to work with the SRO's and will provide a system of accountability by which the SRO can follow, which is conducive to the normal operations of the District and City. The Principal of each site shall designate a site administrator as the liaison to the SRO's.

b. Each school site shall provide adequate office space on-site; along with a desk, telephone, school site radio, and office supplies.

c. Provide up to $2,000.00 annually for regular training for Peace Officer Standards and Training (POST) certified and assignment related classes.

d. The District may request, at their discretion, to send one or both SROs to specific school safety trainings or safety conferences. Upon approval from the Chief of Police, the financial burden for said trainings will rest solely with the District, which includes but is not limited to transportation, hotel, per diem and all costs for the training itself. At no time will either SRO be sent out of the State of California for said trainings. Such trainings and classes will support a planned developmental program mutually developed by the District and City.

e. The District may request the SROs and/or additional Officers for events happening within the District. When events are not during the normal working hours of the SROs or assigned officers, the District will be responsible for the full burden wages at the assigned employees/SROs overtime rate. The District will be provided with a contract prior to the event detailing the costs.

f. Designated parking spots will be available at each site for the SRO official vehicle.

3. School Resource Officers shall provide the following to the campus of their respective assignments:

a. The SRO attire will be the police service uniform with modifications authorized to include a police standard polo shirt and jacket.

b. Each SRO will be assigned a patrol vehicle appropriately marked and identified as a police vehicle as a part of this program.

c. SRO will work on their assigned campus as their primary workstation throughout the school year in a collaborative manner with the site administrators and staff, maintaining the highest level of visibility possible. It will be the intent of this agreement, for the SROs not to be called away from their assigned school work site for any form of routine police business. SROs may be called to leave their work site only for incidents of catastrophic scale jeopardizing citywide security after proper notification to the site administrator.

d. SROs will develop and maintain open communications and accountability with the District Safety & Security Coordinator and School Site Administrator of their assigned campus and make them aware of the SROs status on and off campus.

e. SROs will make a positive effort to interact with students as a representative of the Dinuba Police Department and as an adult role model outside the classroom, on the school grounds or during any school activity.

f. SROs will utilize intervention, prevention, teaching, counseling, and enforcement skills with all the students with special attention to those involved in criminal activity.

g. SRO Roles and Responsibilities: SROs will work with the District and campus staff to provide a safe learning environment, provide valuable resources to school staff members, foster positive relationships with the youth, and develop strategies to resolve problems affecting youth and protect all students, so that they can reach their fullest potentials. To accomplish this, SROs serve three main roles: educator (i.e. guest lecturer), informal counselor/mentor, and law enforcement officer.

h. SROs will conduct investigations of criminal/juvenile related cases where either the victim, witness or suspect attends the school whether the case is on site or assigned as a follow-up investigation. When applicable, the SROs will work with the Tulare County Probation Department's juvenile diversion program, Non-custodial Intake Unit, also known as "T-Bolt" regarding out-of-custody referrals to the juvenile justice system.

i. SROs shall make every effort to ensure that school employees understand the instructional, intervention or enforcement role of the SRO and how to best utilize the services provided by the Police Department.

j. Student Discipline: District staff shall be responsible for student discipline and shall make all decisions regarding the imposition of discipline for students enrolled at their campus and to enforce the Education Code. The SROs agree to work with school staff regarding student discipline matters upon request by District staff.

k. <u>Student Records</u>. The parties agree that the SRO shall be allowed access to necessary student records for which the SRO has a "legitimate educational interest." The SRO shall not provide student records to anyone else without first consulting with a District administrator. The SRO shall not inspect or copy confidential student records outside the scope of the SRO's service, including any record related to a student's place of birth or immigration status, except as allowed by law. The District remains in direct control of the use, maintenance and disclosure of student records in accordance with Education Code section 49076 and other applicable provisions of law.

l. SROs will work in a coordinating role with District staff to plan and implement monthly meetings to strategically plan and target assistance on issues regarding critical information involving criminal activity related to the schools. These meetings shall involve appropriate City and District staff, representatives of the District Attorney's Office, Tulare County Sheriff's Department, Tulare County Gang Task Force, Probation, and other agencies as needed.

m. SROs will attend school expulsion hearings and other administrative meetings as requested by assigned school or district administration.

4. ***<u>Feedback and Evaluation Process</u>:*** *Both Parties will work together to develop and implement procedures to provide periodic feedback and evaluation data for the purpose of measuring crime trends at District schools, the development of positive working relationships with students, school staff, and parents/guardians, and the SRO's effectiveness. The district's designee, likely a representative from the school district, will work together with police officials to provide feedback on the yearly assessment of the School Resource Officers. This joint effort ensures a comprehensive evaluation from both educational and law enforcement perspectives. The on-going communication between district and city focuses on assessing the SROs' performance and effectiveness in their role at the school. It aims to gauge how well they have fulfilled their responsibilities and duties during the school year.*

5. Financial Agreement:

   a. Fiscal Breakdown in Partnership Agreement.

      1. The District and the City hereby agree to share in the costs, salary, benefits, vehicle maintenance, training, and estimated overtime, of the two SRO's (All at the same pay level of a Police Officer) by each paying 50% of these expenditures. Each party shall pay an estimated $164,107 for the annual period of this agreement (See attachment A).

      2. The City of Dinuba will bill the District at the end of each quarter for one-fourth of $164,107. The District shall pay that invoice within 30 days to the City of Dinuba. (Prorated for the first year of implementation.)

6. Indemnity:

   a. The District shall indemnify, defend, and hold harmless the City, its officers, officials, employees, and volunteers from and against any and all liability, claims, damage, cost, expenses, awards, fines, judgements, and expenses of litigation (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost) of every nature arising out of or in connection with the assigned officer's performance of work or his or her failure to comply with any of its obligations contained in the Agreement, except such loss or damage which was caused by the active negligence by the City or the gross or willful misconduct of the assigned officer.

      The City shall indemnify, defend, and hold harmless the District, its officers, officials, employees and volunteers from and against any and all liability, claims, damage, cost, expenses, awards, fines, judgements, and expenses of litigation (including without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost) of every nature arising out of the active negligence by the City or the gross or willful misconduct of the assigned officer during the performance of work hereunder.

b. If the District rejects a tender of defense by the City and/or the assigned officer under this Agreement, and it is later determined that the City and/or the officer breached no duty Of care and/or was immune from liability, the District shall reimburse the City and/or officer for any and all litigation expenses (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost). A duty of care or immunity determination may be made by a jury or a court, including a declaratory relief determination by a court after the City and/or officer settles a liability claim, with or without participation by the District.

c. The Parties acknowledge that it is not the intent of the Agreement to create a duty of care by the City or its assigned officer that they would not owe in the absence of the Agreement. The Agreement does not create an affirmative duty of care (including, without limitation, a duty to protect, a duty to deter and/or a duty to intervene) by the City or the assigned officer and the absence of the assigned officer and/or the patrol vehicle is not a material breach of this Agreement. The Parties further acknowledge that by entering into this Agreement neither the City nor its assigned officer intends to waive any immunities to which they would be entitled in the absence of the Agreement.

INTEGRATION OF PRIOR TERMS AND CONDITIONS

d. This Agreement, including all recitals, constitutes the entire agreement of the Parties. This Agreement may be amended or modified only by the mutual written agreement of the Parties. This Agreement is invalid unless approved by the legislative body of each Party, although it may be executed by an authorized agent of each Party. An authorized agent of the City shall be a person specifically authorized by the legislative body of the City to execute this Agreement, at the level of City Manager or City Attorney or equivalent.

7. Miscellaneous items:

   a. This agreement shall commence on August 4, 2025 and continue in full force through June 26, 2026, and must be renewed annually.

   b. One SRO will be assigned to provide coverage during the summer school session at Dinuba High School as mutually agreed upon by the City and District. Generally, this will be between 7:00 a.m. and 5:00 p.m., either Monday through Thursday, or Tuesday through Friday.

   c. This agreement may be terminated at any time by either party upon 120 days prior written notice to the other party.

________________________________ __________________
City Manager Date

________________________________ __________________
Superintendent Date

ATTACHMENT A

City of Dinuba
School Resource Officers
FY 2025/2026

Annual Salary	**$ 99,700**
PERS	**$ 14,900**
Medicare	**$ 1,461**
Life Insurance / LTD	**$ 2,318**
Health, Vision, Dental	**$ 20,000**
Unemployment	**$ 418**
Worker's Comp.	**$ 9,786**
Clothing Allowance	**$ 1,070**
Group Insurance (Liability and Risk Management)	**$ 9,122**
Overtime	**$ 5,332**
Total	**$164,107**

CITY OF DINUBA
Together, A Better Community
CALIFORNIA • 1906

City Council Staff Report

Department: FIRE SERVICES June 24, 2025

To: Mayor and City Council

From: Greg Chastain, Fire Chief

By:

Subject: Approval of Memorandum of Understanding for the Tulare-Kings County Interagency Hazardous Materials Team (GC)

RECOMMENDATION:

Council to approve the update to the memorandum of understanding for the Tulare-Kings County Regional Hazardous Materials Team and authorize the City Manager or designee to execute the agreement.

EXECUTIVE SUMMARY:

The City of Dinuba has an existing agreement with the City of Visalia to support a regional hazardous materials response team. This memorandum of understanding (MOU) ensures both continued collaboration and adequate program funding. Although an MOU was signed in December 2024, recent updates to the program now require the execution of a new agreement.

OUTSTANDING ISSUES:

DISCUSSION:

The City of Dinuba does not have the financial resources or personnel available to staff a specialized team for hazardous materials response. A regional hazardous materials team reduces the overall costs to all agencies involved. The regional partnership allows for the City of Dinuba to have access to a regional hazardous materials response team to mitigate hazardous materials incidents. The City of Dinuba will participate in team response as resources and personnel are available, however, this is not a requirement of the agreement.

This Memorandum of Understanding (MOU) is entered into between Kings County, Tulare County, City of Dinuba, City of Exeter, City of Farmersville, City of Hanford, City of Lemoore, City of Lindsay, City of Porterville, City of Tulare, City of Visalia, and City of Woodlake.

The MOU is for the purpose of entering into a cooperative agreement between the agencies listed above to provide technical services at the scene of a hazardous materials incident within the operational areas of the participating agencies within Tulare County and Kings County. The agencies signing this MOU have determined that a multi-agency regional team provides an efficient and cost-effective method to provide such services under the terms of this MOU.
The MOU is attached and labeled as "Hazmat Agreement Amendment". The term of this MOU ends June 30, 2030.

The MOU for the Regional Hazmat Team must be signed again to ensure all participating agencies are operating under the same, final terms. Although several agencies had already signed a previous version of the MOU Amendment, additional comments and wording changes were submitted during the approval process. In response, a revised version was created to reflect those updates—including a clarified effective date for the amended terms and cost-sharing arrangements. To maintain consistency and transparency across all partners, the updated MOU Amendment is being recirculated for final review and signature. The letter outlining the need for the amendment is attached and labeled as "Hazmat Agreement Letter".

FISCAL IMPACT:

The Agencies, by this Agreement, have agreed that on an annual basis the hazardous materials team should be funded $85,531.71, which amount shall increase annually based on the movement of the unadjusted figures of the U.S. Department of Labor Consumer Price Index.

The Agencies agree that their portion of the annual cost share shall be based on the respective populations of each jurisdiction compared to the overall population of all participating jurisdictions.

The City of Dinuba's percentage of cost share based on population is 4.47%, equaling $3,822.22. Additionally, the Agencies agree that a hazardous materials response vehicle replacement fund should be initiated. The City of Dinuba's cost share for the vehicle replacement fund is $2,160.53. The total cost for the City of Dinuba for fiscal year 25/26 is $5982.75. The Cost Responsibility Exhibit is attached and labeled as "Hazmat Agreement Cost Exhibit".

Funding for this MOU will continue to come from the General Fund.

PUBLIC HEARING:

ATTACHMENTS:

1. Hazmat Agreement Letter

2. Hazmat Agreement Amendment
3. Hazmat Agreement Cost Exhibit

June 11, 2025

Dear Agency Partner

This letter is to explain the modifications to the Tulare-Kings County Interagency Regional Hazmat Team Amendment and Extension of the Memorandum of Understanding (MOU Amendment). As detailed below some of your agencies have already signed a version of the MOU Amendment, but additional comments were received. In order to be clear that all parties to the MOU are operating under the same terms, attached with this letter is a revised and final version of the MOU Amendment that we are requesting each agency to sign and return. This final version of the MOU Amendment includes a change to the effective date of the MOU Amendment to clarify the date that the revised terms and cost share will begin.

In the spring of 2024, the process began to review and draft an amendment to the original MOU for the Tulare-Kings County Interagency Regional Hazmat Team. Proposed amendments were presented to the partnering agencies in October 2024. Partnering agencies began gaining approval from their local authorities and submitting authorized signatures to the City of Visalia in December 2024/January 2025. During this period, wording changes were requested by two agencies. Given the time it took to research and craft the amendments, gather authorized signatures from partnering agencies, and craft and approve the proposed wording changes, we feel that recirculating the modified MOU Amendment and changing the extension effective date is prudent.

For your information and to assist in reviewing the changes from the original MOU Amendment, included below is a description of the changes that were made to the MOU Amendment. The attached final version for signature contains the revised text.

Original Text of Section 1. EXTENED TERM OF THE AGREEMENT
The Agencies agree that pursuant to Section 7 of the current MOU permitting the MOU to be extended by a writing signed by all Agencies, the term of the MOU shall be extended for an additional five-year term. The MOU, as modified by this Amendment, shall be extended until June 30, 2029.

Amended Text of Section 1. EXTENDED TERM OF THE AGREEMENT
The Agencies agree that pursuant to Section 7 of the current MOU permitting the MOU to be extended by a writing signed by all Agencies, the term of the MOU shall be extended or an additional five-year term. The MOU, as modified by this Addendum, shall have an effective date of July 1, 2025 through June 30, 2030.

Original Text of Section 2. MODIFICATION TO COST RECOVERY AMONG AGENCIES

(Portion to be removed noted with strikethrough.)

The City of Visalia shall coordinate and monitor cost recovery efforts. Each Agency shall provide Visalia with the applicable cost recovery rates for its personnel that serve on the Haz-Mat Team.

For purposes of cost recovery, the Agencies shall designate City of Visalia, acting through the VFD, as their agent to seek cost recovery of personnel that responded as part of the Haz-Mat Team.

Within thirty days of a hazardous materials incident each Agency shall provide VFD with a record of all costs of resources, personnel, and equipment, deployed to the hazardous materials incident.

The City of Visalia, as the designated agent under this Agreement, shall collect through cost recovery efforts from the responsible party for the incident under applicable state or local laws permitting cost recovery all amounts expended by the Agencies under this Agreement. Each Agency shall cooperate with VFD in collection efforts for incidents that occur within their respective jurisdictional boundaries. All cost recovery revenue shall be reimbursed to the Agency that incurred the expense. In is recommended Agencies account for Haz-Mat Team expenses incurred by their respective agency in an account separate from other revenues and expenditures.

~~Cost recovery fees will only be charged to Agencies if the responsible party does not reimburse expenses incurred under this Agreement to the City of Visalia within twelve months after an incident.~~

~~If the responsible party has not reimbursed the expenses incurred under this Agreement within twelve months, then the Agency in whose jurisdiction the incident occurred, will reimburse the remaining Agencies to this Agreement. Agencies agree such reimbursement may be made over a period of up to one year.~~

Agencies agree that VFD, as the lead agency (and primary location for Haz-Mat Team equipment) shall establish an administrative per incident fee of $300.00 that will be applied to reimburse VFD the administrative costs of assembling the specific personnel that will be responding to each specific hazardous material incident. This per incident fee will only apply when the VFD coordinates a response by the Haz-Mat Team to a request for assistance.

Amended Text of Section 2. MODIFICATION TO COST RECOVERY AMONG PARTIES

(Portion to be added underlined.)

The City of Visalia shall coordinate and monitor cost recovery efforts. Each Agency shall provide Visalia with the applicable cost recovery rates for its personnel that serve on the Haz-Mat Team. For purposes of cost recovery, the Agencies shall designate City of Visalia, acting through the VFD, as their agent to seek cost recovery of personnel that responded as part of the Haz-Mat Team.

Within thirty days of a hazardous materials incident each Agency shall provide VFD with a record of all costs of resources, personnel, and equipment, deployed to the hazardous materials incident.

The City of Visalia, as the designated agent under this Agreement, shall collect through cost recovery efforts from the responsible party for the incident under applicable state or local laws permitting cost recovery all amounts expended by the Agencies under this Agreement. Each Agency shall cooperate with VFD in collection efforts for incidents that occur within their respective jurisdictional boundaries. All cost recovery revenue shall be reimbursed to the Agency that incurred the expense. In is recommended Agencies account for Haz-Mat Team expenses incurred by their respective agency in an account separate from other revenues and expenditures.

<u>If the responsible party has not reimbursed the expenses incurred under this Agreement within 12 months, Agencies agree to meet at this juncture to review the circumstances of the incident, the costs incurred, and the recovery efforts to date. Agencies are not obligated to reimburse the other Agencies for any cost recovery fees unless a written agreement exists after the agencies have met and all recovery options have been considered. Agencies with jurisdictional authority do agree, if it is determined to be the most viable cost recovery option, to collect the funds in a matter they deem appropriate and reimburse the Agencies of the Agreement within the next 12 months.</u>

Agencies agree that VFD, as the lead agency (and primary location for Haz-Mat Team equipment) shall establish an administrative per incident fee of $300.00 that will be applied to reimburse VFD the administrative costs of assembling the specific personnel that will be responding to each specific hazardous material incident. This per incident fee will only apply when the VFD coordinates a response by the Haz-Mat Team to a request for assistance.

Please contact me with any questions regarding the MOU Amendment and thank you for your patience during the MOU Amendment process.

Respectfully,

Dan Griswold, Fire Chief
Visalia Fire Department

AMENDMENT AND EXTENSION OF

MEMORANDUM OF UNDERSTANDING BETWEEN

THE COUNTY OF KINGS

THE COUNTY OF TULARE

CITY OF DINUBA

CITY OF EXETER

CITY OF FARMERSVILLE

CITY OF HANFORD

CITY OF LEMOORE

CITY OF LINDSAY

CITY OF PORTERVILLE

CITY OF TULARE

CITY OF VISALIA

CITY OF WOODLAKE

FOR THE

TULARE-KINGS COUNTY INTERAGENCY
HAZARDOUS MATERIALS TEAM

INTRODUCTION

This Amendment and Extension of the Memorandum of Understanding for the Tulare-Kings County Interagency Hazardous Materials Team ("Amendment") is entered into between the original parties to the MOU. The participating parties shall be referred to herein as "Agencies" or may be referred to individually as "Agency" in this Amendment.

The Amendment is for the purpose of extending the current MOU for an additional five-year term, while making amendments to strengthen the cost recovery provisions.

1. EXTENDED TERM OF THE AGREEMENT

The Agencies agree that pursuant to Section 7 of the current MOU permitting the MOU to be extended by a writing signed by all Agencies, the term of the MOU shall be extended for an additional five-year term. The MOU, as modified by this Amendment, shall have an effective date of July 1, 2025 through June 30, 2030.

All terms of the MOU shall continue in full force and effect.

2. MODIFICATION TO COST RECOVERY AMONG AGENCIES

Agencies agree that the provision for cost recovery among Agencies in Section 6 of the MOU shall be replaced with the following language:

COST RECOVERY AMONG AGENCIES

The City of Visalia shall coordinate and monitor cost recovery efforts. Each Agency shall provide Visalia with the applicable cost recovery rates for its personnel that serve on the Haz-Mat Team. For purposes of cost recovery, the Agencies shall designate City of Visalia, acting through the VFD, as their agent to seek cost recovery of personnel that responded as part of the Haz-Mat Team.

Within thirty days of a hazardous materials incident each Agency shall provide VFD with a record of all costs of resources, personnel, and equipment, deployed to the hazardous materials incident.

The City of Visalia, as the designated agent under this Agreement, shall collect through cost recovery efforts from the responsible party for the incident under applicable state or local laws permitting cost recovery all amounts expended by the Agencies under this Agreement. Each Agency shall cooperate with VFD in collection efforts for incidents that occur within their respective jurisdictional boundaries. All cost recovery revenue shall be reimbursed to the Agency that incurred the expense. In is recommended Agencies account for Haz-Mat Team expenses incurred by their respective agency in an account separate from other revenues and expenditures.

If the responsible party has not reimbursed the expenses incurred under this Agreement within twelve months, Agencies agree to meet at this juncture to review the circumstances of the incident, the costs incurred, and the recovery efforts to date. Agencies are not obligated to reimburse the other Agencies for any cost recovery fees unless a written agreement exists after the agencies have met and all recovery options have been considered. Agencies with jurisdictional authority do agree, if it is determined to be the most viable cost recovery option, to collect the funds in a matter they deem appropriated and reimburse the Agencies of this Agreement within the next 12 months.

Agencies agree that VFD, as the lead agency (and primary location for Haz-Mat Team equipment) shall establish an administrative per incident fee of $300.00 that will be applied to reimburse VFD the administrative costs of assembling the specific personnel that will be responding to each specific hazardous material incident. This per incident fee will only apply when the VFD coordinates a response by the Haz-Mat Team to a request for assistance.

3. REVISION TO DUTIES ON TERMINATION

Parties agree that Section 8 – Termination of the MOU shall be replaced with the following:

TERMINATION

A Party to this Agreement may voluntarily terminate participation upon one hundred eighty (180) calendar days written notice to all other Parties.

Parties that are in breach of the terms of this Agreement shall be notified in writing and have ninety (90) calendar days from the date of such notice to comply with the terms of the Agreement or its participation will be terminated.

Agencies agree that if notice of termination is provided prior to October 1, when annual contributions of funds or materials are made, then any required contributions under this Agreement may be prorated based on the applicable termination date. All previously contributed fees, materials and any assets purchased in part of contributed fees shall remain with the remaining agencies comprising the Haz-Mat Team. This provision does not include the credit received by the City of Hanford for the contribution of the 2007 Pierce Hazardous Materials Unit, which has specific terms applicable in Exhibit "A" should the City of Hanford terminate participation under this MOU.

Notwithstanding a Party's withdrawal or termination, that Agency may continue to receive cost recovery reimbursements as provided under this Agreement for costs incurred while the Agency operated under this Agreement and provided personnel or equipment to a hazardous material incident prior to termination.

4. COUNTERPARTS

This Amendment may be executed in counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same instrument.

5. NOTICES

The Agencies agree that the Notice section of the MOU shall be modified by this Amendment and any notice required to be given pursuant to this Agreement shall be in writing and sent first-class mail to the following addresses:

COUNTY OF KINGS
Fire Chief
280 Campus Drive
Hanford, CA 93230

COUNTY OF TULARE
Charlie Norman, Fire Chief
835 S. Akers Street
Visalia, CA 93277

CITY OF DINUBA
Greg Chastain, Fire Chief
420 E. Tulare Street
Dinuba, CA 93230

CITY OF EXETER
Jason Ridenour, City Administrator
100 N. C Street
Exeter, CA 93221

CITY OF FARMERSVILLE
Jim Thomas, Fire Chief
909 W. Visalia Road
Farmersville, CA 93223

CITY OF HANFORD
Daniel Perkins, Fire Chief
350 W. Grangeville Avenue
Hanford, CA 93230

CITY OF LEMOORE
Fire Chief
711 W. Cinnamon Lane
Lemoore, CA 93245

CITY OF LINDSAY
Lindsay Department of Public Safety
185 N. Gale Hill Avenue
Lindsay, CA 93247

CITY OF PORTERVILLE
Bryan Cogburn, Fire Chief
980 S. Jaye St.
Porterville, CA 93257

CITY OF TULARE
Michael Ott, Fire Chief
800 S. Blackstone Ave.
Tulare, CA 93230

CITY OF VISALIA
Daniel Griswold, Fire Chief
420 N. Burke Street
Visalia, CA 93277

CITY OF WOODLAKE
Anthony Perez, Fire Chief
350 N. Valencia Ave.
Woodlake, CA 93286

IN WITNESS WHEREOF, the Agencies have caused this Agreement to be executed by their respective authorized officers. The signatories below are hereby affirming, under penalty of perjury, that they have the requisite authority from governing body of the agency they represent to sign this Agreement and bind the local agency that they represent to the terms of this Agreement.

[Signature pages follow]

CITY OF DINUBA

By: ______________________________
City Manager

ATTEST:

By: ______________________________
City Clerk

Approved as to Form

By: ______________________________
City Attorney

Exhibit A
Cost Responsibility

The Agencies agree that each agency shall be responsible for its respective share of costs to operate on an annual basis, the Haz-Mat Team.

The Agencies, by this Agreement have agreed that on an annual basis the Haz-Mat Team should be funded $85,531.71, which amount shall increase annually based on the movement of the unadjusted figures of the U.S. Department of Labor Consumer Price Index ("CPI") for all Urban Consumers. The amount listed above shall be changed in an amount equal to the percentage of movement for the twelve-month period ending on June 30th for each year this Agreement is effect. In no instance shall the annual increase exceed 5%. Alternatively, the Agencies may agree, in a writing signed by all Agencies, to a different annual increase amount.

The Agencies agree that their share of the annual cost share shall be based on the respective populations of each jurisdiction compared to the total overall population of all participating jurisdictions. As census data is updated then the Agencies agree to update this section of this Agreement based on the most recent census data.

In consideration of the City of Hanford transferring ownership of the 2007 Pierce Hazardous Materials Unit to the City of Visalia for use by the Haz-Mat Team in 2019, the Agencies agreed that Hanford shall be credited as contributing $100,240 or ten (10) years of payments, whichever occurs first. The City of Hanford annual contribution shall be first subtracted from this amount before any additional amounts are owed. As of the date of this Amendment, signed in 2025, the City of Hanford contributions totaled $47,688.28, with $52,551.72 remaining as credits. VFD shall adopt an applicable cost recovery rate for this vehicle that shall be applied to cost recovery charges for the VFD as it will have the responsibility to maintain and operate the unit on behalf of the Haz-Mat Team. In case the City of Hanford terminates this Agreement prior to this credit ending, then the City of Visalia shall either return the 2007 Pierce Hazardous Materials Unit or pay the City of Hanford the outstanding balance of the credit listed in this paragraph to retain the vehicle.

A chart with the breakdown of the operational cost-share and the vehicle replacement is on the following page.

Agency	Population minus Hanford	Population % (minus Hanford)	Operation Cost	Population % (minus Hanford & Vis)	Vehicle Replacement Cost	Total Haz Mat Cost
Tulare County Fire Department	134,267	23.46%	$20,067.99	31.39%	$ 11,343.50	$ 31,411.49
Dinuba Fire Department	25,573	4.47%	$3,822.22	5.98%	$ 2,160.53	$ 5,982.75
Exeter Fire Department	10,179	1.78%	$1,521.39	2.38%	$ 859.97	$ 2,381.36
Farmersville Fire Department	10,327	1.80%	$1,543.51	2.41%	$ 872.47	$ 2,415.98
Hanford Fire Department*	59,286		$0.00		$ -	$ -
Kings County Fire Department	66,486	11.62%	$9,937.22	15.54%	$ 5,617.05	$ 15,554.26
Lemoore Fire Department	26,855	4.69%	$4,013.84	6.28%	$ 2,268.83	$ 6,282.67
Visalia Fire Department	144,532	25.26%	$21,602.23		$ -	$ 21,602.23
Woodlake Fire Department	7,713	1.35%	$1,152.81	1.80%	$ 651.63	$ 1,804.44
Porterville Fire Department	62,934	11.00%	$9,406.32	14.71%	$ 5,316.96	$ 14,723.28
Lindsay Fire Department	12,594	2.20%	$1,882.34	2.94%	$ 1,064.00	$ 2,946.34
Tulare Fire Department	70,799	12.37%	$10,581.85	16.55%	$ 5,981.43	$ 16,563.28
Total	**572,259**	**100.00%**	**$85,531.71**	**100.00%**	**$36,136.36**	**$121,668.07**

* The City of Hanford has a remaining balance on their credit from transferring ownership of the hazmat vehicle to the City of Visalia and this is why there is not an operational or a vehicle replacement cost share amount listed for the City of Hanford.

** The City of Visalia does not have a cost share amount listed for vehicle replacement given Visalia is taking responsibility for 47% of the total cost share as described in the amendment. The City of Visalia's cost share portion over the five years of this extension is $352,500.

*** Note that if a city decides not to participate and terminates this agreement then they will be removed from the participating list and cause the applicable cost share of participating agencies to increase. If additional cities agree to participate, then the total population and corresponding share of costs will decrease.

City Council Staff Report

Department: PARKS & COMMUNITY SERVICES | June 24, 2025

To: Mayor and City Council

From: Stephanie Hurtado, Park & Community Svs Director

By: Crystal Garza, Administrative Asst.

Subject: Approval of fee waiver and use of the Entertainment Plaza for the Rev Up for Education Car Show and School Supply Giveaway Presented by Sonder Car Group (SH)

RECOMMENDATION:

Council to approve the use of the Entertainment Plaza and waive the park rental fees in the amount of $534 to Sonder Car Group for the Rev Up for Education Car Show & School Supply Giveaway.

EXECUTIVE SUMMARY:

Sonder Car Group would like to host the Rev Up for Education Car Show and School Supply Giveaway, benefiting school-aged children in the community, on Sunday, July 20, 2025, at 6:00pm.The request before Council is to approve the use of the Entertainment Plaza and waive park rental fees.

OUTSTANDING ISSUES:

None.

DISCUSSION:

Sonder is a small car group, made up of childhood friends who have a passion for cars and for giving back to the community, particularly child education. Sonder means "the profound feeling of realizing that everyone, including strangers, has a life as complex as one's own". The Sonder mission is to foster literacy and promote education to all children regardless of their socioeconomic status, language, or neighborhood, and families that may face financial constraints. The desired location was strategically chosen as well, since it is located between Jefferson and Wilson schools, which is within walking distance of some of the lower income communities.

This year's event is a combined car show and school supply giveaway, such as backpacks, school supplies and books. The car show portion is not a traditional car show for prizes, but instead, the invited car clubs will set up booths to help distribute the supplies and resources, while displaying their vehicles for the community to enjoy. Sonder has partnered with Save the Children to host this event and Dinuba Police Department has agreed to host a resource booth as well. The event will also consist of a toy raffle, bounce house and possible snack/food vendor.

Sonder is requesting a fee waiver and the use of the Entertainment Plaza. They are prepared to provide liability insurance, and fulfill any additional requirements from the City of Dinuba. Enclosed is Attachment 'A' Statement Letter.

FISCAL IMPACT:

Waive the $534 full-day rate, and staff supervision fees for the rental of the Dinuba Entertainment Plaza.

PUBLIC HEARING:

ATTACHMENTS:

1. Sonder Presents Rev Up for Education Statement Letter

Kimberly Luns

To: City of Dinuba

Kimberly Luna

12 June 2025

Statement for City of Dinuba

Good Afternoon City of Dinuba I hope this letter finds you well,

At Sonder, we believe that every child, no matter their background, deserves an equal access to education and the opportunity to grow through the power of reading. We understand that education is not just about what is learned in the classroom, but also what is learned at home. At Sonder, our mission is simple but profound: to foster literacy and promote education in our community. We are committed to ensuring that every child, regardless of the language they speak, neighborhood, or socioeconomic status, has the tools, resources, and support they need to succeed academically. We believe that literacy is the foundation for all learning, and it opens doors to endless opportunities for children to grow, thrive, and reach their full potential. By empowering children with the skills to read, we provide them with the ability to understand the world around them and contribute positively to their communities. Unfortunately, many children in our community face barriers that make it difficult to access essential resources, especially when it comes to books and school supplies. While schools are crucial in providing education, children's learning doesn't stop at the school doors. Books are an essential tool for reinforcing knowledge, igniting curiosity, and sparking creativity at home. However, due to financial constraints, many families in our community are unable to afford the books and school supplies that would allow their children to continue learning outside the classroom. At Sonder, we believe that literacy is a fundamental right and that every child, regardless of their background or financial situation, deserves the opportunity to grow through education. Your support will help foster a more inclusive community where all children have the ability to learn, succeed, and fulfill their potential. It is our vision to create an environment where children are not limited by their circumstances but empowered by the resources and opportunities available to them.

Sonder means the "profound feeling of realizing that everyone, including strangers, has a life as complex as one's own" My reasoning is that everyone is human, and everyone deserves to be treated like humans were all living in the same world so why shouldn't everyone be treated fairly. More than Eight billion people experienced life today, some worse than others. So many different people with so many different life stories. Being able to share one is a blessing. We are being the art that's noticing those that are unnoticed. The reason we want to do this is because all of our members including myself grew up in a low income family and the only times we would get toys would be for Christmas would be because of the people in our communities that would take time and effort to make sure everyone was included so I grew up looking up to them and I want other kids to be able to experience the same privileges as everyone else. Most of the time my parents couldn't even afford to feed me let alone buy me books or new school supplies. A lot of the time the way we would get food would be from food drives, my clothes were all donations, my toys would come from my community, and my school supplies would come from my teachers. My dad was a field worker who would work his best to provide for us but we would still live paycheck to paycheck. So now that I'm older I want to help the kids in our community the same way our community helped me as I grew. I want to make sure they all have equal access to education, that they have a backpack to wear to school and the supplies they need, and that they have books so those resources to read are available not only at school but also at home. As of now I've been covering most of the costs for this event and I am grateful to say that I was already able to buy the school supplies and the backpacks. We will be giving away a total of 120 backpacks for grades k-8th. I made sure to buy a variety of backpacks which include some of spider man, princess, cartoons, and if they don't like designs I also made sure to order plain color ones. As for the school supplies I've gotten composition notebooks, folders, pencil pouches, elmers glue, cryolas, pencils, color pencils, and for middle schoolers pens. The only thing left to order are the toys, k-1st grade will have foldable flying disks, 2nd-3rd will have fidget spinners, and 4-6th will have jumpropes and build your own airplanes, at the beginning i was very indecisive of buying the middle schoolers toys since thats the age they stop playing with them so i decided to get them pop its that attach to the zipper to their backpacks, middle school is the grade where students start to become more anxious so I thought that was the best choice for toys. Lastly each backpack will have a total of 3 brand new scholastic books which thankfully I received the last package of books yesterday, each backpack will have 2 books in English and 1 in Spanish since our community is made up of mostly hispanic I want to make sure their able to read no matter the language they speak.

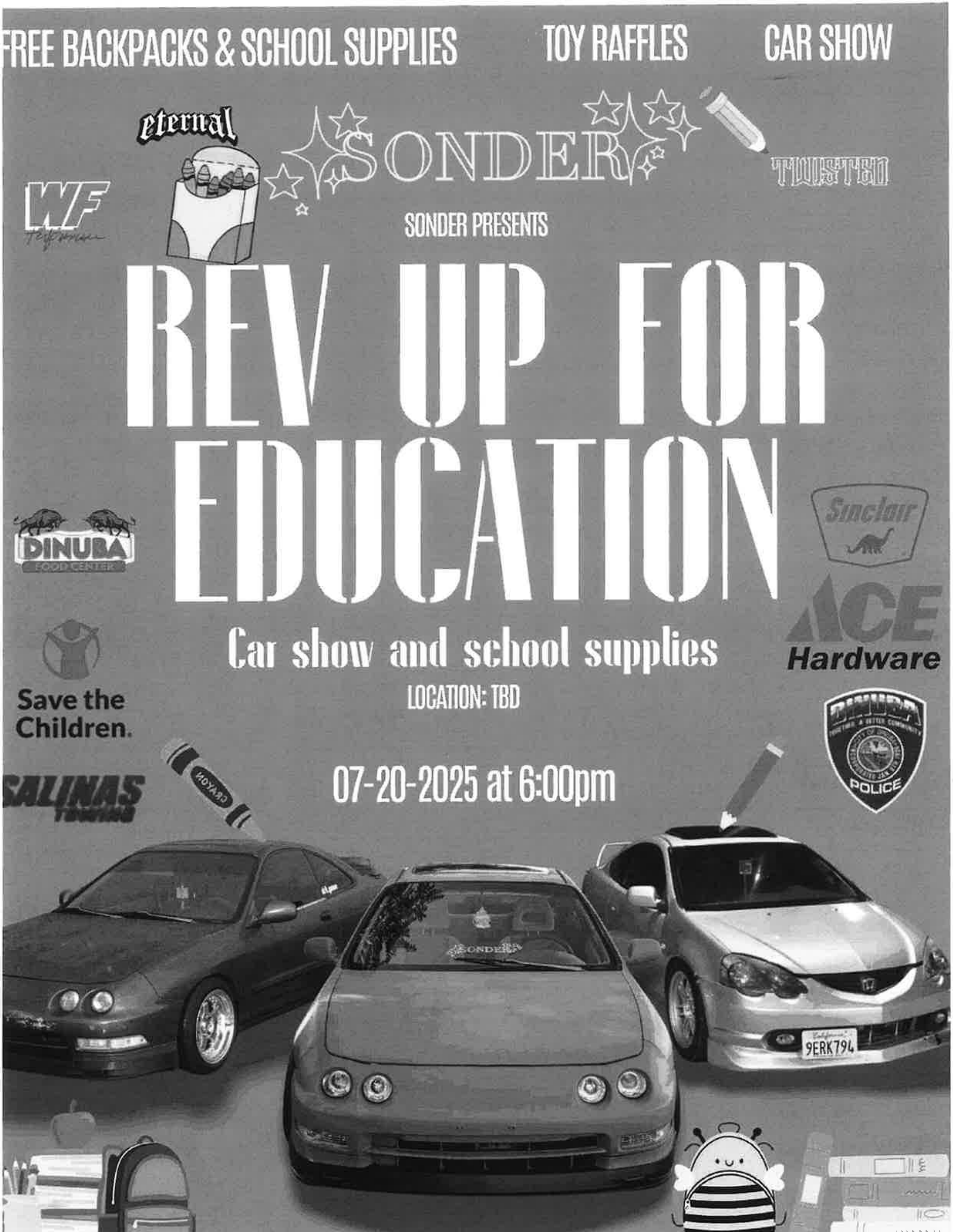
My group SONDER is a small car group I started with my childhood friends. We all grew up lower income so we all wanted to help as equally as we could. We all loved seeing the cars in our community growing up since it was always a distraction from the world we were growing up in we'd always point at the cars and yell “thats going to be my car when i grow up” so funny enough we all did end up getting the cars we pointed at when we were kids. Our event is going to be a Car show with school supplies giveaway we have it titled as “ Rev up for Education” but I hope you know everyone participating with their cars are all very respectful and mindful, their there for the kids not to scare them away so none of them will be making disruptions or excessive noise. Everyone bringing their car will be helping out at a different table. We will also be having a balloon arch with a backdrop so families can take pictures with their kids, We even bought some inflatable apples, cyons, and pencils for the balloon arch and we also invited the Cinco De Mayo girls so they can take pictures with all the kids. Each car member will be bringing a case of water and snacks. We want to make sure we have enough water for everyone since July is a really hot month. We want to make sure no one passes out or is dehydrated. Lastly Sargent Marcos recommended we rent either a bouncy house course or a waterslide for the day off and bring Mr.Cortez for the shaved ice so I will be looking for the permits and make sure they have an insurance policy for the event if that's okay with you all. When we had first decided that the entertainment center was where we would be hosting our event I hadn't realized it was only for the city use. My thought process for choosing that location was because it was at a walking distance of many of the lower income communities. Not all families have cars to drive or when they do it's mostly used for work so a lot of the time people come walking, it's in between both Jefferson and Wilson which is where most of the people who need these supplies live. We want to host this event to help others the same way we were always considered. We hope this letter may convince you, but if it doesn't we thank you either way. From the bottom of our hearts we thank you for hosting events for us growing up and for always being giving to us, you all played an important role in our lives as we grew up and now we hope to help in the same way you helped us. Thank you City of Dinuba and have an amazing day!

Sincerely, Kimberly Luna owner of SONDER

06-12-2025

SONDER

"Creating an equal access to education no matter their neighborhood, language they speak, or backgroud everyone deserves an equal access to educational opportunities"


FREE BACKPACKS & SCHOOL SUPPLIES
TOY RAFFLES
CAR SHOW
eternal
SONDER
TWISTED
WF
SONDER PRESENTS
REV UP FOR EDUCATION
Car show and school supplies
LOCATION: TBD
07-20-2025 at 6:00pm
DINUBA
FOOD CENTER
Sinclair
ACE
Hardware
Save the Children.
SALINAS
POLICE
CRAYON
9ERK794

CITY OF DINUBA
Together, A Better Community
CALIFORNIA • 1906

City Council Staff Report

Department: CITY MANAGER'S OFFICE | June 24, 2025

To: Mayor and City Council

From: Karina Solis, Administrative Services Director

By: Lupe Montejano, Billing & Collections Supervisor

Subject: Warrant Register June 13 & June 20, 2025 (KS)

RECOMMENDATION:

Council to review and approve the Warrant Register as presented.

EXECUTIVE SUMMARY:

None.

OUTSTANDING ISSUES:

None.

DISCUSSION:

None.

FISCAL IMPACT:

None.

PUBLIC HEARING:

None required.

ATTACHMENTS:

1. WR 06.13.2025
2. WR 06.20.2025

Accounts Payable Invoice Report

G/L Date Range 06/08/25 - 06/13/25
Report By Vendor - Invoice
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
Vendor **385 - 4 Creeks, Inc.**									
4C008940	4 Creeks- El Monte Way/Rd 56 Roundabout	Paid by Check #52626		05/15/2025	06/13/2025	06/13/2025		06/13/2025	262.50
4C008942	4 Creeks- Rose Ann Vuich	Paid by Check #52626		05/15/2025	06/13/2025	06/13/2025		06/13/2025	3,552.50
4C008945	4 Creeks Castro Subdivision Phase 3	Paid by Check #52626		05/15/2025	06/13/2025	06/13/2025		06/13/2025	10,635.50
4C008950	4 Creeks- Encroachment Permits	Paid by Check #52626		05/15/2025	06/13/2025	06/13/2025		06/13/2025	1,742.50
4C008958	4 Creeks- HSIP Cycle 11- 10H #50 (050) Safety Improv.	Paid by Check #52626		05/15/2025	06/13/2025	06/13/2025		06/13/2025	2,048.18
4C008960	4 Creeks- HSIP Cycle 11- 10H #50 (049) Safety Improv.	Paid by Check #52626		05/15/2025	06/13/2025	06/13/2025		06/13/2025	3,693.51
4C008961	4 Creeks SS4A Vision Zero Action plan	Paid by Check #52626		05/15/2025	06/13/2025	06/13/2025		06/13/2025	16,810.84
4C008963	4 creeks Viscaya Park Improvements Project	Paid by Check #52626		05/15/2025	06/13/2025	06/13/2025		06/13/2025	27,800.71
4C009078	4 Creeks Entertainment Plaza Clean California	Paid by Check #52626		05/15/2025	06/13/2025	06/13/2025		06/13/2025	21,627.26
4C009224	4 Creeks Flood Mitigation Project Cal OES	Paid by Check #52626		05/15/2025	06/13/2025	06/13/2025		06/13/2025	22,193.03
4C009203	4 Creeks Kamm, College, El Monte 2024 Corridor Impv	Paid by Check #52626		05/27/2025	06/13/2025	06/13/2025		06/13/2025	14,597.50
4C009341	4 Creeks 412/72 Subdivision Empire Estates	Paid by Check #52626		05/27/2025	06/13/2025	06/13/2025		06/13/2025	10,797.50
4C009360	4 Creeks Water Master Plan	Paid by Check #52626		05/29/2025	06/13/2025	06/13/2025		06/13/2025	21,988.32
4C009361	4 Creeks- ADA Transition Report	Paid by Check #52626		05/29/2025	06/13/2025	06/13/2025		06/13/2025	97.50
4C009362	4 Creeks- El Monte/ Perry Roundaout	Paid by Check #52626		05/29/2025	06/13/2025	06/13/2025		06/13/2025	1,500.00
			Vendor **385 - 4 Creeks, Inc.** Totals			Invoices		15	$159,347.35
Vendor **1143 - AAA Quality Services, Inc.**									
00357526	FY24/25-Parks-Portable restroom rent/srvc.-Neb. Park-June2025	Paid by Check #52627		05/31/2025	06/13/2025	06/13/2025	06/04/2025	06/13/2025	497.70
00357527	FY24/25-Parks-Portable restroom rent/srvc.-Cent. Park- June 2025	Paid by Check #52627		05/31/2025	06/13/2025	06/13/2025	06/04/2025	06/13/2025	497.70
00357528	FY24/25-Parks-Portable restroom rent/srvc.-Vuich Park-June 2025	Paid by Check #52627		05/31/2025	06/13/2025	06/13/2025	06/04/2025	06/13/2025	130.20
			Vendor **1143 - AAA Quality Services, Inc.** Totals			Invoices		3	$1,125.60
Vendor **326 - Advanced Flow Measurement**									
0005606	Advanced Flow- Reservoir 2025	Paid by Check #52628		06/03/2025	06/13/2025	06/13/2025		06/13/2025	3,800.00
			Vendor **326 - Advanced Flow Measurement** Totals			Invoices		1	$3,800.00
Vendor **263 - Advantek Benefit Administrators**									
Funding 06/13/25	Miscellaneous	Paid by Check #52629		06/06/2025	06/13/2025	06/13/2025		06/13/2025	31,227.50
			Vendor **263 - Advantek Benefit Administrators** Totals			Invoices		1	$31,227.50
Vendor **1599 - Adventist Health Toxicology**									
2477	PD - Toxicology Service / March & April 2025	Paid by Check #52630		05/05/2025	06/13/2025	06/13/2025		06/13/2025	1,639.00

Accounts Payable Invoice Report

G/L Date Range 06/08/25 - 06/13/25
Report By Vendor - Invoice
Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
2505	PD - Toxicology Service / April & May 2025	Paid by Check #52630		06/02/2025	06/13/2025	06/13/2025		06/13/2025	263.00
		Vendor **1599 - Adventist Health Toxicology** Totals				Invoices		2	$1,902.00
Vendor **522 - Allstar Towing**									
41526	ALLSTAR PD-17	Paid by Check #52631		05/23/2025	06/13/2025	06/13/2025		06/13/2025	260.00
		Vendor **522 - Allstar Towing** Totals				Invoices		1	$260.00
Vendor **119 - American Backflow Specialties**									
INV68345	american backflow, complete 2 backflows for parks irrigation	Paid by Check #52632		05/28/2025	06/13/2025	06/13/2025		06/13/2025	335.81
		Vendor **119 - American Backflow Specialties** Totals				Invoices		1	$335.81
Vendor **2045 - Angel Armor, LLC**									
INV13926.1	PD - RISE - Stealth Carrier Elite / Sandra Ovedo	Paid by Check #52633		06/09/2025	06/13/2025	06/13/2025		06/13/2025	952.63
		Vendor **2045 - Angel Armor, LLC** Totals				Invoices		1	$952.63
Vendor **351 - Anthem Blue Cross**									
000396873125	Roberts 102A78783 07/01/25-07/31/25	Paid by Check #52634		06/04/2025	06/13/2025	06/13/2025		06/13/2025	164.90
		Vendor **351 - Anthem Blue Cross** Totals				Invoices		1	$164.90
Vendor **2091 - AP Triton, LLC**									
2025-179	Master Plan	Paid by Check #52635		06/02/2025	06/13/2025	06/13/2025		06/13/2025	20,148.00
		Vendor **2091 - AP Triton, LLC** Totals				Invoices		1	$20,148.00
Vendor **2205 - Aquaturbo Systems Inc.**									
25-94660	AQUATURBO REPLACED DAMGED AERATOR #3	Paid by Check #52636		05/09/2025	06/13/2025	06/13/2025		06/13/2025	42,308.00
		Vendor **2205 - Aquaturbo Systems Inc.** Totals				Invoices		1	$42,308.00
Vendor **17 - AT&T**									
939105447404-25	PW Telephone 03/10/25-04/09/25	Paid by Check #52637		04/10/2025	06/13/2025	06/13/2025		06/13/2025	31.53
939105474306/25	Telephone 05/02/25-06/01/25	Paid by Check #52638		06/02/2025	06/13/2025	06/13/2025		06/13/2025	65.62
		Vendor **17 - AT&T** Totals				Invoices		2	$97.15
Vendor **65 - Banner Pest Control**									
221044	PD - Removal of Pigeons Downtown	Paid by Check #52639		05/07/2025	06/13/2025	06/13/2025		06/13/2025	75.00
221521	PD - Removal of Pigeons Downtown	Paid by Check #52639		05/22/2025	06/13/2025	06/13/2025		06/13/2025	75.00
		Vendor **65 - Banner Pest Control** Totals				Invoices		2	$150.00
Vendor **2199 - Corina Garcia Benavente**									
1001	PD - Embroidery Services / Explorers	Paid by Check #52640		05/09/2025	06/13/2025	06/13/2025		06/13/2025	135.00
		Vendor **2199 - Corina Garcia Benavente** Totals				Invoices		1	$135.00
Vendor **822 - Boundtree Medical LLC**									
85720329	Supplies	Paid by Check #52641		04/02/2025	06/13/2025	06/13/2025		06/13/2025	1,534.54
85775560	Supplies	Paid by Check #52641		05/19/2025	06/13/2025	06/13/2025		06/13/2025	300.10
85783860	Supplies	Paid by Check #52641		05/27/2025	06/13/2025	06/13/2025		06/13/2025	1,256.96

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
85789209	Supplies	Paid by Check #52641		05/30/2025	06/13/2025	06/13/2025		06/13/2025	115.98
		Vendor **822 - Boundtree Medical LLC** Totals				Invoices	4		$3,207.58
Vendor **1 - C&S Laundry Cleaners**									
25052-196	PD - 02/21/2025 McGruff Costume Dry Cleaning Service	Paid by Check #52642		04/01/2025	06/13/2025	06/13/2025		06/13/2025	53.55
		Vendor **1 - C&S Laundry Cleaners** Totals				Invoices	1		$53.55
Vendor **563 - John Carrillo**									
June 2025	Anthem Reimb 06/01/25-06/30/25	Paid by Check #52643		06/02/2025	06/13/2025	06/13/2025		06/13/2025	351.37
		Vendor **563 - John Carrillo** Totals				Invoices	1		$351.37
Vendor **305 - Cartozian Air Conditioning and Heating Inc.**									
20667	Cartozian- Maintenance 1088 E Kamm	Paid by Check #52644		05/27/2025	06/13/2025	06/13/2025		06/13/2025	1,050.00
		Vendor **305 - Cartozian Air Conditioning and Heating Inc.** Totals				Invoices	1		$1,050.00
Vendor **333 - Cintas Corporation No. 2**									
1905640864	Contractual	Paid by Check #52645		05/01/2025	06/13/2025	06/13/2025		06/13/2025	753.90
4229208784	Contractual	Paid by Check #52645		05/01/2025	06/13/2025	06/13/2025		06/13/2025	150.93
4229208844	Contractual	Paid by Check #52645		05/01/2025	06/13/2025	06/13/2025		06/13/2025	272.51
4229209243	Contractual	Paid by Check #52645		05/01/2025	06/13/2025	06/13/2025		06/13/2025	885.44
4229734769	Contractual	Paid by Check #52645		05/07/2025	06/13/2025	06/13/2025		06/13/2025	208.17
4229734778	Contractual	Paid by Check #52645		05/07/2025	06/13/2025	06/13/2025		06/13/2025	363.96
4229734813	Contractual	Paid by Check #52645		05/07/2025	06/13/2025	06/13/2025		06/13/2025	52.77
4229735062	Contractual	Paid by Check #52645		05/07/2025	06/13/2025	06/13/2025		06/13/2025	397.67
4229876015	Contractual	Paid by Check #52645		05/08/2025	06/13/2025	06/13/2025		06/13/2025	146.31
4229876034	Contractual	Paid by Check #52645		05/08/2025	06/13/2025	06/13/2025		06/13/2025	272.06
4229876143	Contractual	Paid by Check #52645		05/08/2025	06/13/2025	06/13/2025		06/13/2025	644.15
4230519598	Contractual	Paid by Check #52645		05/14/2025	06/13/2025	06/13/2025		06/13/2025	236.13
4230519603	Contractual	Paid by Check #52645		05/14/2025	06/13/2025	06/13/2025		06/13/2025	388.24
4230519612	Contractual	Paid by Check #52645		05/14/2025	06/13/2025	06/13/2025		06/13/2025	40.34
4230519638	Contractual	Paid by Check #52645		05/14/2025	06/13/2025	06/13/2025		06/13/2025	239.04
4230519643	Contractual	Paid by Check #52645		05/14/2025	06/13/2025	06/13/2025		06/13/2025	234.11
4230519847	Contractual	Paid by Check #52645		05/14/2025	06/13/2025	06/13/2025		06/13/2025	290.57
4230656020	Contractual	Paid by Check #52645		05/15/2025	06/13/2025	06/13/2025		06/13/2025	272.06
4230656038	Contractual	Paid by Check #52645		05/15/2025	06/13/2025	06/13/2025		06/13/2025	150.93
4230656388	Contractual	Paid by Check #52645		05/15/2025	06/13/2025	06/13/2025		06/13/2025	885.44
4231205847	Contractual	Paid by Check #52645		05/21/2025	06/13/2025	06/13/2025		06/13/2025	52.77
4231205879	Contractual	Paid by Check #52645		05/21/2025	06/13/2025	06/13/2025		06/13/2025	177.03
4231205895	Contractual	Paid by Check #52645		05/21/2025	06/13/2025	06/13/2025		06/13/2025	391.39
4231206040	Contractual	Paid by Check #52645		05/21/2025	06/13/2025	06/13/2025		06/13/2025	290.57
4231425780	Contractual	Paid by Check #52645		05/22/2025	06/13/2025	06/13/2025		06/13/2025	272.06
4231425781	Contractual	Paid by Check #52645		05/22/2025	06/13/2025	06/13/2025		06/13/2025	146.31
4231426681	Contractual	Paid by Check #52645		05/22/2025	06/13/2025	06/13/2025		06/13/2025	644.15

Accounts Payable Invoice Report

G/L Date Range 06/08/25 - 06/13/25
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Summary Listing

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
4231829941	Contractual	Paid by Check #52645		05/28/2025	06/13/2025	06/13/2025		06/13/2025	368.41
4231830023	Contractual	Paid by Check #52645		05/28/2025	06/13/2025	06/13/2025		06/13/2025	40.34
4231830078	Contractual	Paid by Check #52645		05/28/2025	06/13/2025	06/13/2025		06/13/2025	236.83
4231830086	Contractual	Paid by Check #52645		05/28/2025	06/13/2025	06/13/2025		06/13/2025	239.04
4231830093	Contractual	Paid by Check #52645		05/28/2025	06/13/2025	06/13/2025		06/13/2025	290.86
4231830386	Contractual	Paid by Check #52645		05/28/2025	06/13/2025	06/13/2025		06/13/2025	377.88
4232021997	Contractual	Paid by Check #52645		05/29/2025	06/13/2025	06/13/2025		06/13/2025	272.51
4232022055	Contractual	Paid by Check #52645		05/29/2025	06/13/2025	06/13/2025		06/13/2025	150.93
4232022323	Contractual	Paid by Check #52645		05/29/2025	06/13/2025	06/13/2025		06/13/2025	885.44
		Vendor **333 - Cintas Corporation No. 2** Totals				Invoices	36		$11,721.25
Vendor **239 - City of Fresno**									
20007757	PD - Perishable Skills Training / Ubaldo DeHaro	Paid by Check #52646		04/17/2025	06/13/2025	06/13/2025		06/13/2025	593.00
20007466	PD - Perishable Skills Training / Ruben Hernandez	Paid by Check #52646		04/24/2025	06/13/2025	06/13/2025		06/13/2025	593.00
		Vendor **239 - City of Fresno** Totals				Invoices	2		$1,186.00
Vendor **127 - City of Visalia**									
AR106310	PD - Animal Shelter Services / June 2025	Paid by Check #52647		06/01/2025	06/13/2025	06/13/2025		06/13/2025	17,356.25
		Vendor **127 - City of Visalia** Totals				Invoices	1		$17,356.25
Vendor **240 - Clean Cut Landscape Management Inc.**									
5604	Monthly Landscaping Service May 2025	Paid by Check #52648		05/31/2025	06/13/2025	06/13/2025		06/13/2025	21,583.00
		Vendor **240 - Clean Cut Landscape Management Inc.** Totals				Invoices	1		$21,583.00
Vendor **1419 - Collins & Schoettler Planning Consultant, Inc.**									
001517	FY 24/25 Collins City Planning	Paid by Check #52649		08/09/2024	06/13/2025	06/13/2025		06/13/2025	15,762.50
001593	FY 24/25 Collins City Planning	Paid by Check #52649		10/03/2024	06/13/2025	06/13/2025		06/13/2025	10,950.00
224074	FY 24/25 Collins City Planning	Paid by Check #52649		11/22/2024	06/13/2025	06/13/2025		06/13/2025	13,768.00
224121	FY 24/25 Collins City Planning	Paid by Check #52649		12/18/2024	06/13/2025	06/13/2025		06/13/2025	9,142.50
224153	FY 24/25 Collins City Planning	Paid by Check #52649		01/21/2025	06/13/2025	06/13/2025		06/13/2025	7,153.03
224189	FY 24/25 Collins City Planning	Paid by Check #52649		02/28/2025	06/13/2025	06/13/2025		06/13/2025	8,189.50
224222	FY 24/25 Collins City Planning	Paid by Check #52649		03/31/2025	06/13/2025	06/13/2025		06/13/2025	12,600.00
224249	FY 24/25 Collins City Planning	Paid by Check #52649		04/14/2025	06/13/2025	06/13/2025		06/13/2025	14,487.50
224296	FY 24/25 Collins City Planning	Paid by Check #52649		05/09/2025	06/13/2025	06/13/2025		06/13/2025	9,125.00
		Vendor **1419 - Collins & Schoettler Planning Consultant, Inc.** Totals				Invoices	9		$101,178.03
Vendor **170 - Comcast**									
0191269 04/22/25	201 N Uruapan Way 04/27/25-05/26/25	Paid by Check #52652		04/22/2025	06/13/2025	06/13/2025		06/13/2025	374.94
0002177 05/27/25	1390 E Elizabeth Way 06/01/25-06/30/25	Paid by Check #52650		05/27/2025	06/13/2025	06/13/2025		06/13/2025	88.88
0181138 05/27/25	180 W Merced St 06/02/25-07/01/25	Paid by Check #52651		05/27/2025	06/13/2025	06/13/2025		06/13/2025	917.34

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
0135597 06/02/25	405 E El Monte Way 06/04/25-07/03/25	Paid by Check #52653		06/02/2025	06/13/2025	06/13/2025		06/13/2025	69.62
			Vendor **170 - Comcast** Totals			Invoices	4		$1,450.78
Vendor **1273 - Cook's Communications Corp.**									
160823	2024 Chevrolet 1500	Paid by Check #52654		05/28/2025	06/13/2025	06/13/2025		06/13/2025	53,469.66
			Vendor **1273 - Cook's Communications Corp.** Totals			Invoices	1		$53,469.66
Vendor **3 - Culligan Water**									
214532	Service	Paid by Check #52655		05/31/2025	06/13/2025	06/13/2025		06/13/2025	381.10
			Vendor **3 - Culligan Water** Totals			Invoices	1		$381.10
Vendor **2061 - Dakessian Law, Ltd**									
3495	CDTFA Local Tax Reallocation Dispute May 2025	Paid by Check #52656		06/01/2025	06/13/2025	06/13/2025		06/13/2025	2,256.76
			Vendor **2061 - Dakessian Law, Ltd** Totals			Invoices	1		$2,256.76
Vendor **2082 - Debtbook**									
DB2007652	FY 26 Lease and SBITA Management 06/06/25-06/05/26	Paid by Check #52657		05/06/2025	06/13/2025	06/13/2025		06/13/2025	10,000.00
			Vendor **2082 - Debtbook** Totals			Invoices	1		$10,000.00
Vendor **77 - Department of Justice**									
821855	PD - Fingerprints Service / May 2025	Paid by Check #52658		06/04/2025	06/13/2025	06/13/2025		06/13/2025	742.00
			Vendor **77 - Department of Justice** Totals			Invoices	1		$742.00
Vendor **4 - Dinuba Lumber Company**									
904201	Maintenance	Paid by Check #52659		05/01/2025	06/13/2025	06/13/2025		06/13/2025	43.38
904219	Maintenance	Paid by Check #52659		05/01/2025	06/13/2025	06/13/2025		06/13/2025	76.13
904242	Maintenance	Paid by Check #52659		05/01/2025	06/13/2025	06/13/2025		06/13/2025	115.87
904284	Maintenance	Paid by Check #52659		05/01/2025	06/13/2025	06/13/2025		06/13/2025	43.96
904333	Maintenance	Paid by Check #52659		05/01/2025	06/13/2025	06/13/2025		06/13/2025	25.64
904352	Maintenance	Paid by Check #52659		05/01/2025	06/13/2025	06/13/2025		06/13/2025	50.96
904397	Maintenance	Paid by Check #52659		05/01/2025	06/13/2025	06/13/2025		06/13/2025	31.69
904432	Maintenance	Paid by Check #52659		05/01/2025	06/13/2025	06/13/2025		06/13/2025	31.20
904652	Maintenance	Paid by Check #52659		05/02/2025	06/13/2025	06/13/2025		06/13/2025	57.30
904665	Maintenance	Paid by Check #52659		05/02/2025	06/13/2025	06/13/2025		06/13/2025	45.36
904728	Maintenance	Paid by Check #52659		05/02/2025	06/13/2025	06/13/2025		06/13/2025	20.80
904741	Maintenance	Paid by Check #52659		05/02/2025	06/13/2025	06/13/2025		06/13/2025	24.87
904817	Maintenance	Paid by Check #52659		05/02/2025	06/13/2025	06/13/2025		06/13/2025	110.56
904834	Maintenance	Paid by Check #52659		05/02/2025	06/13/2025	06/13/2025		06/13/2025	143.90
905003	Maintenance	Paid by Check #52659		05/02/2025	06/13/2025	06/13/2025		06/13/2025	21.69
905100	Maintenance	Paid by Check #52659		05/02/2025	06/13/2025	06/13/2025		06/13/2025	56.92
905139	Maintenance	Paid by Check #52659		05/03/2025	06/13/2025	06/13/2025		06/13/2025	27.79
905195	Maintenance	Paid by Check #52659		05/03/2025	06/13/2025	06/13/2025		06/13/2025	20.68
905509	Maintenance	Paid by Check #52659		05/03/2025	06/13/2025	06/13/2025		06/13/2025	77.69
905829	Maintenance	Paid by Check #52659		05/05/2025	06/13/2025	06/13/2025		06/13/2025	17.40

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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
905896	Maintenance	Paid by Check #52659		05/05/2025	06/13/2025	06/13/2025		06/13/2025	75.84
905945	Maintenance	Paid by Check #52659		05/05/2025	06/13/2025	06/13/2025		06/13/2025	80.36
905950	Maintenance	Paid by Check #52659		05/05/2025	06/13/2025	06/13/2025		06/13/2025	.72
905971	Maintenance	Paid by Check #52659		05/05/2025	06/13/2025	06/13/2025		06/13/2025	68.40
905984	Maintenance	Paid by Check #52659		05/05/2025	06/13/2025	06/13/2025		06/13/2025	9.36
906108	Maintenance	Paid by Check #52659		05/05/2025	06/13/2025	06/13/2025		06/13/2025	118.25
906151	Maintenance	Paid by Check #52659		05/05/2025	06/13/2025	06/13/2025		06/13/2025	107.42
906352	Maintenance	Paid by Check #52659		05/06/2025	06/13/2025	06/13/2025		06/13/2025	7.05
906359	Maintenance	Paid by Check #52659		05/06/2025	06/13/2025	06/13/2025		06/13/2025	64.29
906396	Maintenance	Paid by Check #52659		05/06/2025	06/13/2025	06/13/2025		06/13/2025	186.14
906400	Maintenance	Paid by Check #52659		05/06/2025	06/13/2025	06/13/2025		06/13/2025	5.02
906436	Maintenance	Paid by Check #52659		05/06/2025	06/13/2025	06/13/2025		06/13/2025	133.97
906444	Maintenance	Paid by Check #52659		05/06/2025	06/13/2025	06/13/2025		06/13/2025	29.51
906445	Maintenance	Paid by Check #52659		05/06/2025	06/13/2025	06/13/2025		06/13/2025	13.99
906461	Maintenance	Paid by Check #52659		05/06/2025	06/13/2025	06/13/2025		06/13/2025	13.65
906502	Maintenance	Paid by Check #52659		05/06/2025	06/13/2025	06/13/2025		06/13/2025	47.50
906582	Maintenance	Paid by Check #52659		05/06/2025	06/13/2025	06/13/2025		06/13/2025	18.59
906583	Maintenance	Paid by Check #52659		05/06/2025	06/13/2025	06/13/2025		06/13/2025	21.89
906636	Maintenance	Paid by Check #52659		05/06/2025	06/13/2025	06/13/2025		06/13/2025	43.12
906667	Maintenance	Paid by Check #52659		05/06/2025	06/13/2025	06/13/2025		06/13/2025	35.51
906668	Maintenance	Paid by Check #52659		05/06/2025	06/13/2025	06/13/2025		06/13/2025	20.68
906786	Maintenance	Paid by Check #52659		05/06/2025	06/13/2025	06/13/2025		06/13/2025	81.75
906869	Maintenance	Paid by Check #52659		05/07/2025	06/13/2025	06/13/2025		06/13/2025	26.12
906878	Maintenance	Paid by Check #52659		05/07/2025	06/13/2025	06/13/2025		06/13/2025	(22.98)
906882	Maintenance	Paid by Check #52659		05/07/2025	06/13/2025	06/13/2025		06/13/2025	1.74
907022	Maintenance	Paid by Check #52659		05/07/2025	06/13/2025	06/13/2025		06/13/2025	21.56
907106	Maintenance	Paid by Check #52659		05/07/2025	06/13/2025	06/13/2025		06/13/2025	11.38
907161	Maintenance	Paid by Check #52659		05/07/2025	06/13/2025	06/13/2025		06/13/2025	80.07
907162	Maintenance	Paid by Check #52659		05/07/2025	06/13/2025	06/13/2025		06/13/2025	44.91
907338	Maintenance	Paid by Check #52659		05/08/2025	06/13/2025	06/13/2025		06/13/2025	5.89
907372	Maintenance	Paid by Check #52659		05/08/2025	06/13/2025	06/13/2025		06/13/2025	109.49
907422	Maintenance	Paid by Check #52659		05/08/2025	06/13/2025	06/13/2025		06/13/2025	6.56
907433	Maintenance	Paid by Check #52659		05/08/2025	06/13/2025	06/13/2025		06/13/2025	10.60
907503	Maintenance	Paid by Check #52659		05/08/2025	06/13/2025	06/13/2025		06/13/2025	10.04
907506	Maintenance	Paid by Check #52659		05/08/2025	06/13/2025	06/13/2025		06/13/2025	39.05
907511	Maintenance	Paid by Check #52659		05/08/2025	06/13/2025	06/13/2025		06/13/2025	(29.51)
907576	Maintenance	Paid by Check #52659		05/08/2025	06/13/2025	06/13/2025		06/13/2025	6.82
907581	Maintenance	Paid by Check #52659		05/08/2025	06/13/2025	06/13/2025		06/13/2025	11.41
907641	Maintenance	Paid by Check #52659		05/08/2025	06/13/2025	06/13/2025		06/13/2025	27.52
907651	Maintenance	Paid by Check #52659		05/08/2025	06/13/2025	06/13/2025		06/13/2025	279.26
907663	Maintenance	Paid by Check #52659		05/08/2025	06/13/2025	06/13/2025		06/13/2025	12.09
907837	Maintenance	Paid by Check #52659		05/09/2025	06/13/2025	06/13/2025		06/13/2025	14.97

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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
907889	Maintenance	Paid by Check #52659		05/09/2025	06/13/2025	06/13/2025		06/13/2025	12.39
907920	Maintenance	Paid by Check #52659		05/09/2025	06/13/2025	06/13/2025		06/13/2025	78.09
907971	Maintenance	Paid by Check #52659		05/09/2025	06/13/2025	06/13/2025		06/13/2025	5.26
908377	Maintenance	Paid by Check #52659		05/10/2025	06/13/2025	06/13/2025		06/13/2025	61.64
909189	Maintenance	Paid by Check #52659		05/12/2025	06/13/2025	06/13/2025		06/13/2025	49.67
909265	Maintenance	Paid by Check #52659		05/12/2025	06/13/2025	06/13/2025		06/13/2025	29.75
909268	Maintenance	Paid by Check #52659		05/12/2025	06/13/2025	06/13/2025		06/13/2025	10.89
909402	Maintenance	Paid by Check #52659		05/12/2025	06/13/2025	06/13/2025		06/13/2025	(29.75)
909416	Maintenance	Paid by Check #52659		05/12/2025	06/13/2025	06/13/2025		06/13/2025	36.84
909579	Maintenance	Paid by Check #52659		05/13/2025	06/13/2025	06/13/2025		06/13/2025	40.77
909583	Maintenance	Paid by Check #52659		05/13/2025	06/13/2025	06/13/2025		06/13/2025	31.65
909595	Maintenance	Paid by Check #52659		05/13/2025	06/13/2025	06/13/2025		06/13/2025	65.40
909653	Maintenance	Paid by Check #52659		05/13/2025	06/13/2025	06/13/2025		06/13/2025	23.12
909675	Maintenance	Paid by Check #52659		05/13/2025	06/13/2025	06/13/2025		06/13/2025	17.47
909900	Maintenance	Paid by Check #52659		05/13/2025	06/13/2025	06/13/2025		06/13/2025	12.39
909931	Maintenance	Paid by Check #52659		05/13/2025	06/13/2025	06/13/2025		06/13/2025	37.96
910073	Maintenance	Paid by Check #52659		05/14/2025	06/13/2025	06/13/2025		06/13/2025	49.30
910077	Maintenance	Paid by Check #52659		05/14/2025	06/13/2025	06/13/2025		06/13/2025	(49.30)
910078	Maintenance	Paid by Check #52659		05/14/2025	06/13/2025	06/13/2025		06/13/2025	49.30
910084	Maintenance	Paid by Check #52659		05/14/2025	06/13/2025	06/13/2025		06/13/2025	88.33
910172	Maintenance	Paid by Check #52659		05/14/2025	06/13/2025	06/13/2025		06/13/2025	61.90
910197	Maintenance	Paid by Check #52659		05/14/2025	06/13/2025	06/13/2025		06/13/2025	39.47
910215	Maintenance	Paid by Check #52659		05/14/2025	06/13/2025	06/13/2025		06/13/2025	25.92
910228	Maintenance	Paid by Check #52659		05/14/2025	06/13/2025	06/13/2025		06/13/2025	23.48
910234	Maintenance	Paid by Check #52659		05/14/2025	06/13/2025	06/13/2025		06/13/2025	20.96
910296	Maintenance	Paid by Check #52659		05/14/2025	06/13/2025	06/13/2025		06/13/2025	20.50
910321	Maintenance	Paid by Check #52659		05/14/2025	06/13/2025	06/13/2025		06/13/2025	8.77
910353	Maintenance	Paid by Check #52659		05/14/2025	06/13/2025	06/13/2025		06/13/2025	6.42
910357	Maintenance	Paid by Check #52659		05/14/2025	06/13/2025	06/13/2025		06/13/2025	20.92
910537	Maintenance	Paid by Check #52659		05/15/2025	06/13/2025	06/13/2025		06/13/2025	68.90
910538	Maintenance	Paid by Check #52659		05/15/2025	06/13/2025	06/13/2025		06/13/2025	8.94
910560	Maintenance	Paid by Check #52659		05/15/2025	06/13/2025	06/13/2025		06/13/2025	63.79
910562	Maintenance	Paid by Check #52659		05/15/2025	06/13/2025	06/13/2025		06/13/2025	(2.92)
910563	Maintenance	Paid by Check #52659		05/15/2025	06/13/2025	06/13/2025		06/13/2025	(6.42)
910564	Maintenance	Paid by Check #52659		05/15/2025	06/13/2025	06/13/2025		06/13/2025	(6.24)
910565	Maintenance	Paid by Check #52659		05/15/2025	06/13/2025	06/13/2025		06/13/2025	6.24
910567	Maintenance	Paid by Check #52659		05/15/2025	06/13/2025	06/13/2025		06/13/2025	(2.92)
910572	Maintenance	Paid by Check #52659		05/15/2025	06/13/2025	06/13/2025		06/13/2025	6.71
910579	Maintenance	Paid by Check #52659		05/15/2025	06/13/2025	06/13/2025		06/13/2025	52.45
910631	Maintenance	Paid by Check #52659		05/15/2025	06/13/2025	06/13/2025		06/13/2025	18.34
910702	Maintenance	Paid by Check #52659		05/15/2025	06/13/2025	06/13/2025		06/13/2025	1.74
910760	Maintenance	Paid by Check #52659		05/15/2025	06/13/2025	06/13/2025		06/13/2025	221.33

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
910812	Maintenance	Paid by Check #52659		05/15/2025	06/13/2025	06/13/2025		06/13/2025	48.97
910815	Maintenance	Paid by Check #52659		05/15/2025	06/13/2025	06/13/2025		06/13/2025	19.23
910984	Maintenance	Paid by Check #52659		05/16/2025	06/13/2025	06/13/2025		06/13/2025	6.25
911025	Maintenance	Paid by Check #52659		05/16/2025	06/13/2025	06/13/2025		06/13/2025	16.38
911026	Maintenance	Paid by Check #52659		05/16/2025	06/13/2025	06/13/2025		06/13/2025	26.04
911027	Maintenance	Paid by Check #52659		05/16/2025	06/13/2025	06/13/2025		06/13/2025	89.61
911030	Maintenance	Paid by Check #52659		05/16/2025	06/13/2025	06/13/2025		06/13/2025	117.17
911035	Maintenance	Paid by Check #52659		05/16/2025	06/13/2025	06/13/2025		06/13/2025	80.21
911036	Maintenance	Paid by Check #52659		05/16/2025	06/13/2025	06/13/2025		06/13/2025	17.47
911038	Maintenance	Paid by Check #52659		05/16/2025	06/13/2025	06/13/2025		06/13/2025	9.24
911152	Maintenance	Paid by Check #52659		05/16/2025	06/13/2025	06/13/2025		06/13/2025	9.75
911180	Maintenance	Paid by Check #52659		05/16/2025	06/13/2025	06/13/2025		06/13/2025	102.51
911187	Maintenance	Paid by Check #52659		05/16/2025	06/13/2025	06/13/2025		06/13/2025	92.76
911213	Maintenance	Paid by Check #52659		05/16/2025	06/13/2025	06/13/2025		06/13/2025	36.01
911246	Maintenance	Paid by Check #52659		05/16/2025	06/13/2025	06/13/2025		06/13/2025	16.26
911252	Maintenance	Paid by Check #52659		05/16/2025	06/13/2025	06/13/2025		06/13/2025	20.60
911285	Maintenance	Paid by Check #52659		05/16/2025	06/13/2025	06/13/2025		06/13/2025	10.24
911467	Maintenance	Paid by Check #52659		05/16/2025	06/13/2025	06/13/2025		06/13/2025	12.58
911499	Maintenance	Paid by Check #52659		05/17/2025	06/13/2025	06/13/2025		06/13/2025	55.30
912161	Maintenance	Paid by Check #52659		05/18/2025	06/13/2025	06/13/2025		06/13/2025	5.26
912162	Maintenance	Paid by Check #52659		05/18/2025	06/13/2025	06/13/2025		06/13/2025	12.39
912346	Maintenance	Paid by Check #52659		05/19/2025	06/13/2025	06/13/2025		06/13/2025	78.43
912405	Maintenance	Paid by Check #52659		05/19/2025	06/13/2025	06/13/2025		06/13/2025	6.82
912429	Maintenance	Paid by Check #52659		05/19/2025	06/13/2025	06/13/2025		06/13/2025	16.49
912441	Maintenance	Paid by Check #52659		05/19/2025	06/13/2025	06/13/2025		06/13/2025	11.31
912451	Maintenance	Paid by Check #52659		05/19/2025	06/13/2025	06/13/2025		06/13/2025	2.24
912459	Maintenance	Paid by Check #52659		05/19/2025	06/13/2025	06/13/2025		06/13/2025	30.26
912464	Maintenance	Paid by Check #52659		05/19/2025	06/13/2025	06/13/2025		06/13/2025	21.69
912545	Maintenance	Paid by Check #52659		05/19/2025	06/13/2025	06/13/2025		06/13/2025	4.78
912584	Maintenance	Paid by Check #52659		05/19/2025	06/13/2025	06/13/2025		06/13/2025	19.48
912586	Maintenance	Paid by Check #52659		05/19/2025	06/13/2025	06/13/2025		06/13/2025	15.54
912611	Maintenance	Paid by Check #52659		05/19/2025	06/13/2025	06/13/2025		06/13/2025	68.11
912849	Maintenance	Paid by Check #52659		05/20/2025	06/13/2025	06/13/2025		06/13/2025	107.40
912888	Maintenance	Paid by Check #52659		05/20/2025	06/13/2025	06/13/2025		06/13/2025	76.53
912932	Maintenance	Paid by Check #52659		05/20/2025	06/13/2025	06/13/2025		06/13/2025	17.27
913010	Maintenance	Paid by Check #52659		05/20/2025	06/13/2025	06/13/2025		06/13/2025	52.29
913123	Maintenance	Paid by Check #52659		05/20/2025	06/13/2025	06/13/2025		06/13/2025	60.71
913319	Maintenance	Paid by Check #52659		05/21/2025	06/13/2025	06/13/2025		06/13/2025	65.40
913694	Maintenance	Paid by Check #52659		05/21/2025	06/13/2025	06/13/2025		06/13/2025	23.86
913835	Maintenance	Paid by Check #52659		05/22/2025	06/13/2025	06/13/2025		06/13/2025	12.39
913963	Maintenance	Paid by Check #52659		05/22/2025	06/13/2025	06/13/2025		06/13/2025	38.04
914231	Maintenance	Paid by Check #52659		05/23/2025	06/13/2025	06/13/2025		06/13/2025	9.93

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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
914438	Maintenance	Paid by Check #52659		05/23/2025	06/13/2025	06/13/2025		06/13/2025	4.38
914445	Maintenance	Paid by Check #52659		05/23/2025	06/13/2025	06/13/2025		06/13/2025	69.26
914466	Maintenance	Paid by Check #52659		05/23/2025	06/13/2025	06/13/2025		06/13/2025	46.25
914494	Maintenance	Paid by Check #52659		05/23/2025	06/13/2025	06/13/2025		06/13/2025	12.48
914501	Maintenance	Paid by Check #52659		05/23/2025	06/13/2025	06/13/2025		06/13/2025	7.88
914522	Maintenance	Paid by Check #52659		05/23/2025	06/13/2025	06/13/2025		06/13/2025	8.47
914548	Maintenance	Paid by Check #52659		05/23/2025	06/13/2025	06/13/2025		06/13/2025	.44
914562	Maintenance	Paid by Check #52659		05/23/2025	06/13/2025	06/13/2025		06/13/2025	81.33
915956	Maintenance	Paid by Check #52659		05/27/2025	06/13/2025	06/13/2025		06/13/2025	10.52
915983	Maintenance	Paid by Check #52659		05/27/2025	06/13/2025	06/13/2025		06/13/2025	109.80
915988	Maintenance	Paid by Check #52659		05/27/2025	06/13/2025	06/13/2025		06/13/2025	10.52
916008	Maintenance	Paid by Check #52659		05/27/2025	06/13/2025	06/13/2025		06/13/2025	77.77
916013	Maintenance	Paid by Check #52659		05/27/2025	06/13/2025	06/13/2025		06/13/2025	14.64
916032	Maintenance	Paid by Check #52659		05/27/2025	06/13/2025	06/13/2025		06/13/2025	44.68
916053	Maintenance	Paid by Check #52659		05/27/2025	06/13/2025	06/13/2025		06/13/2025	163.53
916055	Maintenance	Paid by Check #52659		05/27/2025	06/13/2025	06/13/2025		06/13/2025	34.84
916075	Maintenance	Paid by Check #52659		05/27/2025	06/13/2025	06/13/2025		06/13/2025	121.13
916109	Maintenance	Paid by Check #52659		05/27/2025	06/13/2025	06/13/2025		06/13/2025	16.38
916169	Maintenance	Paid by Check #52659		05/27/2025	06/13/2025	06/13/2025		06/13/2025	35.79
916223	Maintenance	Paid by Check #52659		05/27/2025	06/13/2025	06/13/2025		06/13/2025	41.18
916248	Maintenance	Paid by Check #52659		05/27/2025	06/13/2025	06/13/2025		06/13/2025	329.75
916258	Maintenance	Paid by Check #52659		05/27/2025	06/13/2025	06/13/2025		06/13/2025	43.63
916269	Maintenance	Paid by Check #52659		05/27/2025	06/13/2025	06/13/2025		06/13/2025	88.35
916307	Maintenance	Paid by Check #52659		05/27/2025	06/13/2025	06/13/2025		06/13/2025	36.87
916465	Maintenance	Paid by Check #52659		05/28/2025	06/13/2025	06/13/2025		06/13/2025	26.35
916489	Maintenance	Paid by Check #52659		05/28/2025	06/13/2025	06/13/2025		06/13/2025	30.29
916507	Maintenance	Paid by Check #52659		05/28/2025	06/13/2025	06/13/2025		06/13/2025	15.12
916547	Maintenance	Paid by Check #52659		05/28/2025	06/13/2025	06/13/2025		06/13/2025	16.92
916660	Maintenance	Paid by Check #52659		05/28/2025	06/13/2025	06/13/2025		06/13/2025	24.87
916663	Maintenance	Paid by Check #52659		05/28/2025	06/13/2025	06/13/2025		06/13/2025	2.28
916685	Maintenance	Paid by Check #52659		05/28/2025	06/13/2025	06/13/2025		06/13/2025	23.35
916839	Maintenance	Paid by Check #52659		05/29/2025	06/13/2025	06/13/2025		06/13/2025	52.07
916862	Maintenance	Paid by Check #52659		05/29/2025	06/13/2025	06/13/2025		06/13/2025	81.98
916878	Maintenance	Paid by Check #52659		05/29/2025	06/13/2025	06/13/2025		06/13/2025	29.28
916909	Maintenance	Paid by Check #52659		05/29/2025	06/13/2025	06/13/2025		06/13/2025	11.69
916940	Maintenance	Paid by Check #52659		05/29/2025	06/13/2025	06/13/2025		06/13/2025	45.96
916959	Maintenance	Paid by Check #52659		05/29/2025	06/13/2025	06/13/2025		06/13/2025	7.88
917058	Maintenance	Paid by Check #52659		05/29/2025	06/13/2025	06/13/2025		06/13/2025	19.89
917064	Maintenance	Paid by Check #52659		05/29/2025	06/13/2025	06/13/2025		06/13/2025	108.47
917337	Maintenance	Paid by Check #52659		05/30/2025	06/13/2025	06/13/2025		06/13/2025	16.77
917343	Maintenance	Paid by Check #52659		05/30/2025	06/13/2025	06/13/2025		06/13/2025	(69.01)
917390	Maintenance	Paid by Check #52659		05/30/2025	06/13/2025	06/13/2025		06/13/2025	88.36

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917444	Maintenance	Paid by Check #52659		05/30/2025	06/13/2025	06/13/2025		06/13/2025	4.08
917478	Maintenance	Paid by Check #52659		05/30/2025	06/13/2025	06/13/2025		06/13/2025	58.75
917498	Maintenance	Paid by Check #52659		05/30/2025	06/13/2025	06/13/2025		06/13/2025	10.31
		Vendor **4 - Dinuba Lumber Company** Totals				Invoices	191		$7,731.97
Vendor **341 - Dinuba Tires LLC**									
072989	DINUBA TIRES T-19	Paid by Check #52660		06/02/2025	06/13/2025	06/13/2025		06/13/2025	30.00
072996	Repairs	Paid by Check #52660		06/07/2025	06/13/2025	06/13/2025		06/13/2025	30.00
		Vendor **341 - Dinuba Tires LLC** Totals				Invoices	2		$60.00
Vendor **200 - Dinuba Unified School District**									
2018	FY24/25-Senior Center-CDBG M/W/F Senior Meals-May 2025	Paid by Check #52661		06/05/2025	06/13/2025	06/13/2025	06/06/2025	06/13/2025	11,700.00
2019	FY24/25-Senior Center-T/TH Senior Meals-May 2025	Paid by Check #52661		06/05/2025	06/13/2025	06/13/2025	06/06/2025	06/13/2025	7,312.50
		Vendor **200 - Dinuba Unified School District** Totals				Invoices	2		$19,012.50
Vendor **309 - Elbert Distributing**									
25186240	elbert distributing inventory	Paid by Check #52662		06/02/2025	06/13/2025	06/13/2025		06/13/2025	396.69
		Vendor **309 - Elbert Distributing** Totals				Invoices	1		$396.69
Vendor **1506 - Enterprise FM Trust**									
FBN5331313	ENTERPRISE - FLEET LEASE PAYMENT	Paid by Check #52663		05/03/2025	06/13/2025	06/13/2025		06/13/2025	1,177.90
FBN5356472	PD - 3 Malibus, 7 Durangos, 5 Chargers	Paid by Check #52663		06/05/2025	06/13/2025	06/13/2025		06/13/2025	13,298.87
FBN5356499	ENTERPRISE - FLEET LEASE PAYMENT	Paid by Check #52663		06/05/2025	06/13/2025	06/13/2025		06/13/2025	839.47
FBN5356533	FY24/25-Parks/L&L-Parks vehicle lease contract/charges-June 2025	Paid by Check #52663		06/05/2025	06/13/2025	06/13/2025	06/09/2025	06/13/2025	220.13
		Vendor **1506 - Enterprise FM Trust** Totals				Invoices	4		$15,536.37
Vendor **36 - Ewing Irrigation Products**									
26283914	FY24/25-L&L-Irrigation supplies/parts-Parkside	Paid by Check #52664		06/03/2025	06/13/2025	06/13/2025	06/09/2025	06/13/2025	47.78
26284175	FY24/25-Parks-Irrigation supplies/parts-General Maint.	Paid by Check #52664		06/03/2025	06/13/2025	06/13/2025	06/09/2025	06/13/2025	215.92
26284259	FY24/25-L&L-Irrigation supplies/parts-Visvaya	Paid by Check #52664		06/03/2025	06/13/2025	06/13/2025	06/09/2025	06/13/2025	513.70
26321468	FY24/25-Parks-Irrigation supplies/parts-General Maint.	Paid by Check #52664		06/05/2025	06/13/2025	06/13/2025	06/09/2025	06/13/2025	(143.95)
		Vendor **36 - Ewing Irrigation Products** Totals				Invoices	4		$633.45
Vendor **1244 - Fire Apparatus Solutions**									
02P1685	Fire apparatus E-31	Paid by Check #52665		06/02/2025	06/13/2025	06/13/2025		06/13/2025	1,220.11
		Vendor **1244 - Fire Apparatus Solutions** Totals				Invoices	1		$1,220.11
Vendor **2206 - Gamboa, Austin**									
Reimbursement	PALS Skills Fee	Paid by Check #52666		04/27/2025	06/13/2025	06/13/2025		06/13/2025	150.00
		Vendor **2206 - Gamboa, Austin** Totals				Invoices	1		$150.00
Vendor **18 - The Gas Company**									

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1830985449706/25	PD - 05/02/2025 - 06/03/2025 Billing Charges	Paid by Check #52667		06/05/2025	06/13/2025	06/13/2025		06/13/2025	91.29
		Vendor **18 - The Gas Company** Totals				Invoices	1		$91.29
Vendor **252 - Geil Enterprises, Inc.**									
463387	Valley Security Alarm- 05/05/25-6/30/25 180 W Merced #9959	Paid by Check #52668		05/20/2025	06/13/2025	06/13/2025		06/13/2025	305.92
463388	Valley Security Alarm- 180 W Merced St	Paid by Check #52668		05/20/2025	06/13/2025	06/13/2025		06/13/2025	505.00
		Vendor **252 - Geil Enterprises, Inc.** Totals				Invoices	2		$810.92
Vendor **1351 - Grant's AC & Heating Inc.**									
102574	PD - Training Room U#7 & Detectives Office U#2 - A/C Repairs	Paid by Check #52669		06/05/2025	06/13/2025	06/13/2025		06/13/2025	550.00
		Vendor **1351 - Grant's AC & Heating Inc.** Totals				Invoices	1		$550.00
Vendor **605 - Frank Guerra**									
June 2025	Anthem Reimb 06/01/25-06/30/25	Paid by Check #52670		06/03/2025	06/13/2025	06/13/2025		06/13/2025	358.85
		Vendor **605 - Frank Guerra** Totals				Invoices	1		$358.85
Vendor **2089 - Tyler Hensley**									
000052125	FY24/25-Sports-Aquatics-Lifeguard training & certification	Paid by Check #52671		05/22/2025	06/13/2025	06/13/2025	06/04/2025	06/13/2025	754.00
		Vendor **2089 - Tyler Hensley** Totals				Invoices	1		$754.00
Vendor **533 - Herwaldt Motorsports**									
35949	PD - 2016 BMW R1200RTP Motorcycle Repairs / Lopez	Paid by Check #52672		06/03/2025	06/13/2025	06/13/2025		06/13/2025	415.28
		Vendor **533 - Herwaldt Motorsports** Totals				Invoices	1		$415.28
Vendor **174 - Howard's Pest Control**									
131044	FY24/25-Sportsplex-Pest control service-June 2025	Paid by Check #52673		06/04/2025	06/13/2025	06/13/2025	06/09/2025	06/13/2025	147.00
131048	Howards Pest- Transit Center	Paid by Check #52673		06/04/2025	06/13/2025	06/13/2025		06/13/2025	85.00
131059	FY24/25-Parks-Pest Control Services - KC Park - June 2025	Paid by Check #52673		06/04/2025	06/13/2025	06/13/2025	06/04/2025	06/13/2025	46.00
131105	FY24/25-Parks-Pest control service-Vuich Park-June 2025	Paid by Check #52673		06/05/2025	06/13/2025	06/13/2025	06/05/2025	06/13/2025	85.00
		Vendor **174 - Howard's Pest Control** Totals				Invoices	4		$363.00
Vendor **1414 - Jameson Hydro Crane Service LLC**									
6993	jameson servives	Paid by Check #52674		05/28/2025	06/13/2025	06/13/2025		06/13/2025	2,095.00
		Vendor **1414 - Jameson Hydro Crane Service LLC** Totals				Invoices	1		$2,095.00
Vendor **6 - Jim Manning Dodge Inc.**									
167317DOR	jim manning pd-37	Paid by Check #52675		05/27/2025	06/13/2025	06/13/2025		06/13/2025	435.39
CM167274DOR	jim manning t-42 return credit	Paid by Check #52675		06/04/2025	06/13/2025	06/13/2025		06/13/2025	(128.71)
DOCS151114	jim manning pd-38	Paid by Check #52675		06/04/2025	06/13/2025	06/13/2025		06/13/2025	3,395.06
		Vendor **6 - Jim Manning Dodge Inc.** Totals				Invoices	3		$3,701.74
Vendor **2138 - Josiah Landeros**									

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050505302025	PD - POST Basic Complaint Dispatch Academy / Lunch Reimbursement	Paid by Check #52676		06/06/2025	06/13/2025	06/13/2025		06/13/2025	176.49
		Vendor **2138 - Josiah Landeros** Totals				Invoices		1	$176.49
Vendor **2179 - Logan Bros Pump & Ag, INC**									
2103	LOGAN BROS PUMP WELL #21	Paid by Check #52677		05/23/2025	06/13/2025	06/13/2025		06/13/2025	26,500.00
		Vendor **2179 - Logan Bros Pump & Ag, INC** Totals				Invoices		1	$26,500.00
Vendor **640 - Miguel Lopez**									
051205232025FUEL	PD - Motors Training Fuel Reimbursement 05/12/2025 - 05/23/2025	Paid by Check #52678		06/09/2025	06/13/2025	06/13/2025		06/13/2025	123.20
		Vendor **640 - Miguel Lopez** Totals				Invoices		1	$123.20
Vendor **1723 - Matson Alarm Co, Inc.**									
5945153	FY24/25-Sportsplex-Alarm monitoring/service 3/1/25-3/31/25	Paid by Check #52679		03/01/2025	06/13/2025	06/13/2025	06/05/2025	06/13/2025	110.77
		Vendor **1723 - Matson Alarm Co, Inc.** Totals				Invoices		1	$110.77
Vendor **1943 - Mineral King Publishing, Inc**									
716952	Mid Valley- ATP Notice	Paid by Check #52680		03/13/2025	06/13/2025	06/13/2025		06/13/2025	1,100.50
717995	Public Notice- 419-22 PH Budget 2025-26	Paid by Check #52680		05/29/2025	06/13/2025	06/13/2025		06/13/2025	162.00
717996	Public Notice- 420-22 LLMD	Paid by Check #52680		05/29/2025	06/13/2025	06/13/2025		06/13/2025	1,269.00
		Vendor **1943 - Mineral King Publishing, Inc** Totals				Invoices		3	$2,531.50
Vendor **894 - Musco Corporation**									
419716	FY24/25-Sports-KC Park-Control Link Remote Equip 2/24-2/25	Paid by Check #52681		01/24/2024	06/13/2025	06/13/2025	06/04/2025	06/13/2025	475.00
434585	FY2025 & 2026 KC Park-Control Link Srvc. 02/2025-02/2026	Paid by Check #52681		01/10/2025	06/13/2025	06/13/2025	06/04/2025	06/13/2025	475.00
		Vendor **894 - Musco Corporation** Totals				Invoices		2	$950.00
Vendor **392 - O'Reilly Auto Parts**									
3641-264687	Vehicles	Paid by Check #52682		04/29/2025	06/13/2025	06/13/2025		06/13/2025	103.13
3641-265058	Vehicles	Paid by Check #52682		05/01/2025	06/13/2025	06/13/2025		06/13/2025	76.25
3641-265070	Vehicles	Paid by Check #52682		05/01/2025	06/13/2025	06/13/2025		06/13/2025	(103.13)
3641-265118	Vehicles	Paid by Check #52682		05/01/2025	06/13/2025	06/13/2025		06/13/2025	143.84
3641-265940	Vehicles	Paid by Check #52682		05/05/2025	06/13/2025	06/13/2025		06/13/2025	170.10
3641-266055	Vehicles	Paid by Check #52682		05/06/2025	06/13/2025	06/13/2025		06/13/2025	116.49
3641-266057	Vehicles	Paid by Check #52682		05/06/2025	06/13/2025	06/13/2025		06/13/2025	84.27
3641-266062	Vehicles	Paid by Check #52682		05/06/2025	06/13/2025	06/13/2025		06/13/2025	12.15
3641-266095	Vehicles	Paid by Check #52682		05/06/2025	06/13/2025	06/13/2025		06/13/2025	137.36
3641-266112	Vehicles	Paid by Check #52682		05/06/2025	06/13/2025	06/13/2025		06/13/2025	34.48
3641-266117	Vehicles	Paid by Check #52682		05/06/2025	06/13/2025	06/13/2025		06/13/2025	732.66
3641-266322	Vehicles	Paid by Check #52682		05/07/2025	06/13/2025	06/13/2025		06/13/2025	32.94
3641-266372	Vehicles	Paid by Check #52682		05/07/2025	06/13/2025	06/13/2025		06/13/2025	146.88

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3641-266511	Vehicles	Paid by Check #52682		05/08/2025	06/13/2025	06/13/2025		06/13/2025	11.92
3641-266519	Vehicles	Paid by Check #52682		05/08/2025	06/13/2025	06/13/2025		06/13/2025	22.22
3641-266712	Vehicles	Paid by Check #52682		05/09/2025	06/13/2025	06/13/2025		06/13/2025	224.19
3641-266713	Vehicles	Paid by Check #52682		05/09/2025	06/13/2025	06/13/2025		06/13/2025	(11.94)
3641-266714	Vehicles	Paid by Check #52682		05/09/2025	06/13/2025	06/13/2025		06/13/2025	(43.40)
3641-266715	Vehicles	Paid by Check #52682		05/09/2025	06/13/2025	06/13/2025		06/13/2025	(12.99)
3641-266716	Vehicles	Paid by Check #52682		05/09/2025	06/13/2025	06/13/2025		06/13/2025	(13.01)
3641-266718	Vehicles	Paid by Check #52682		05/09/2025	06/13/2025	06/13/2025		06/13/2025	224.19
3641-267290	Vehicles	Paid by Check #52682		05/12/2025	06/13/2025	06/13/2025		06/13/2025	46.46
3641-267378	Vehicles	Paid by Check #52682		05/12/2025	06/13/2025	06/13/2025		06/13/2025	10.98
3641-267583	Vehicles	Paid by Check #52682		05/13/2025	06/13/2025	06/13/2025		06/13/2025	72.21
3641-267599	Vehicles	Paid by Check #52682		05/13/2025	06/13/2025	06/13/2025		06/13/2025	10.30
3641-268015	Vehicles	Paid by Check #52682		05/15/2025	06/13/2025	06/13/2025		06/13/2025	27.11
3641-268226	Vehicles	Paid by Check #52682		05/16/2025	06/13/2025	06/13/2025		06/13/2025	44.73
3641-268803	Vehicles	Paid by Check #52682		05/19/2025	06/13/2025	06/13/2025		06/13/2025	34.48
3641-269016	Vehicles	Paid by Check #52682		05/20/2025	06/13/2025	06/13/2025		06/13/2025	18.43
3641-269017	Vehicles	Paid by Check #52682		05/20/2025	06/13/2025	06/13/2025		06/13/2025	18.43
3641-269027	Vehicles	Paid by Check #52682		05/20/2025	06/13/2025	06/13/2025		06/13/2025	137.36
3641-269048	Vehicles	Paid by Check #52682		05/20/2025	06/13/2025	06/13/2025		06/13/2025	51.66
3641-269237	Vehicles	Paid by Check #52682		05/21/2025	06/13/2025	06/13/2025		06/13/2025	13.55
3641-269593	Vehicles	Paid by Check #52682		05/23/2025	06/13/2025	06/13/2025		06/13/2025	63.88
3641-269605	Vehicles	Paid by Check #52682		05/23/2025	06/13/2025	06/13/2025		06/13/2025	4.24
3641-270441	Vehicles	Paid by Check #52682		05/27/2025	06/13/2025	06/13/2025		06/13/2025	189.42
3641-270612	Vehicles	Paid by Check #52682		05/28/2025	06/13/2025	06/13/2025		06/13/2025	93.23
3641-270618	Vehicles	Paid by Check #52682		05/28/2025	06/13/2025	06/13/2025		06/13/2025	133.44
3641-270635	Vehicles	Paid by Check #52682		05/28/2025	06/13/2025	06/13/2025		06/13/2025	32.69
		Vendor **392 - O'Reilly Auto Parts** Totals				Invoices	39		$3,091.20
Vendor **142 - Office Depot BSD**									
424440331001	Office Supplies - Office Depot	Paid by Check #52683		05/26/2025	06/13/2025	06/13/2025		06/13/2025	559.85
		Vendor **142 - Office Depot BSD** Totals				Invoices	1		$559.85
Vendor **76 - Pacific Gas & Electric**									
0375636985005/25	PW N/E Rd 76 & Ave 416 04/23/25-05/21/25	Paid by Check #52685		05/22/2025	06/13/2025	06/13/2025		06/13/2025	117.71
3120184832705/25	7387 W Sierra Ave 04/22/25-05/20/25	Paid by Check #52696		05/22/2025	06/13/2025	06/13/2025		06/13/2025	18,594.90
5438816975405/25	L & L NEWTON & NORTHRIDGE 04/23/25-05/21/25	Paid by Check #52703		05/22/2025	06/13/2025	06/13/2025		06/13/2025	547.74
8218800681905/25	2099 W SIERRA WAY B 04/22/25-05/20/25	Paid by Check #52712		05/22/2025	06/13/2025	06/13/2025		06/13/2025	1,413.44
0418167531705/25	RD 72 7 W Sierra Way 04/24/25-05/22/25	Paid by Check #52686		05/23/2025	06/13/2025	06/13/2025		06/13/2025	621.77
0584832101305/25	NE CRAWFORD & GERALD 04/24/25-05/22/25	Paid by Check #52688		05/23/2025	06/13/2025	06/13/2025		06/13/2025	228.89

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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
0766265341405/25	L & L 1300 ROSEMARY AVE 04/24/25-05/22/25	Paid by Check #52689		05/23/2025	06/13/2025	06/13/2025		06/13/2025	34.29
4592247189605/25	111 N HAYES AVE 04//24/25-05/22/25	Paid by Check #52698		05/23/2025	06/13/2025	06/13/2025		06/13/2025	8.33
5564264294005/25	L & L 04/24/25-05/22/25	Paid by Check #52704		05/23/2025	06/13/2025	06/13/2025		06/13/2025	524.99
6220088828705/25	PARKS-EL MONTE & MCKINLEY 04/24/25-05/22/25	Paid by Check #52707		05/23/2025	06/13/2025	06/13/2025		06/13/2025	149.19
6782667017505/25	L & L ALICE & W NORTH WAY 04/24/25-05/22/25	Paid by Check #52709		05/23/2025	06/13/2025	06/13/2025		06/13/2025	3.71
8116588543505/25	L & L 1920 E LAUREN AVE 04/24/25-05/22/25	Paid by Check #52711		05/23/2025	06/13/2025	06/13/2025		06/13/2025	69.20
8968787345805/25	651 W SAGINAW AVE 04/24/25-05/22/25	Paid by Check #52715		05/23/2025	06/13/2025	06/13/2025		06/13/2025	277.44
4772157652905/25	ALTA & EL MONTE 04/25/25-05/23/25	Paid by Check #52700		05/25/2025	06/13/2025	06/13/2025		06/13/2025	185.90
5355488862705/25	912 N ALTA AVE @ SAGINAW & ALTA 04/25/25-05/23/25	Paid by Check #52702		05/25/2025	06/13/2025	06/13/2025		06/13/2025	87.40
5657667089905/25	NW COR ALICE & W EL MONTE WAY 04/25/25-05/23/25	Paid by Check #52705		05/25/2025	06/13/2025	06/13/2025		06/13/2025	117.70
6657667025205/25	NW COR ALTA & RD 80 04/25/25-05/23/25	Paid by Check #52708		05/25/2025	06/13/2025	06/13/2025		06/13/2025	87.03
8647150103005/25	ON E EL MONTE WAY & PERRY 04/25/25-05/23/25	Paid by Check #52714		05/25/2025	06/13/2025	06/13/2025		06/13/2025	82.85
4751971656805/25	HAYES & EDWARDS 04/25/25-05/26/25	Paid by Check #52699		05/27/2025	06/13/2025	06/13/2025		06/13/2025	36.58
1686600158505/25	2255 W EL MONTE WAY 04/26/25 -05/27/25	Paid by Check #52691		05/28/2025	06/13/2025	06/13/2025		06/13/2025	98.35
2125236871305/25	1215 W EL MONTE WAY 04/28/25 -05/27/25	Paid by Check #52692		05/28/2025	06/13/2025	06/13/2025		06/13/2025	43.71
2337501511405/25	250 W Saginaw Ave 04/28/25-05/27/25	Paid by Check #52693		05/28/2025	06/13/2025	06/13/2025		06/13/2025	29.88
2459149581705/25	PW SW SW 7-16-24 04/25/25-05/26/25	Paid by Check #52694		05/28/2025	06/13/2025	06/13/2025		06/13/2025	10,597.13
2725120519405/25	Alta & Kamm Aves 04/25/25-05/27/25	Paid by Check #52695		05/28/2025	06/13/2025	06/13/2025		06/13/2025	77.47
3354641796605/25	KAMM & O ST 04/28/25-05/27/25	Paid by Check #52697		05/28/2025	06/13/2025	06/13/2025		06/13/2025	136.55
5064695483905/25	CRAWFORD & EL MONTE SW 04/26/25-05/27/25	Paid by Check #52701		05/28/2025	06/13/2025	06/13/2025		06/13/2025	153.28
8397932225805/25	3481 W EL MONTE WAY 04/28/25 -05/27/25	Paid by Check #52713		05/28/2025	06/13/2025	06/13/2025		06/13/2025	11.25
8981923387805/25	150 W SAGINAW AVE 04/26/25-05/27/25	Paid by Check #52716		05/28/2025	06/13/2025	06/13/2025		06/13/2025	79.79
9237058126305/25	2813 W EL MONTE WAY 04/28/25 -05/27/25	Paid by Check #52717		05/28/2025	06/13/2025	06/13/2025		06/13/2025	40.66
0571296382505/25	PW-2999 W EL MONTE WAY 04/29/25-05/28/25	Paid by Check #52687		05/29/2025	06/13/2025	06/13/2025		06/13/2025	164.81

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
1416294094505/25	PW 389 W EL MONTE WAY 04/29/25-05/28/25	Paid by Check #52690		05/29/2025	06/13/2025	06/13/2025		06/13/2025	90.17
5751498437605/25	PARKS 139 N K ST 04/28/25-05/27/25	Paid by Check #52706		05/29/2025	06/13/2025	06/13/2025		06/13/2025	34.95
7149346409405/25	EUCLD S/LINDARA WELL #18 04/28/25/-05/27/25	Paid by Check #52710		05/29/2025	06/13/2025	06/13/2025		06/13/2025	2,142.76
6870376077406/25	PD - 05/06/2025 - 06/04/2025 Billing Charges	Paid by Check #52684		06/05/2025	06/13/2025	06/13/2025		06/13/2025	28.51
		Vendor **76 - Pacific Gas & Electric** Totals				Invoices	34		$36,918.33
Vendor **349 - Rescom Pest Control**									
283105141	PD - Kennels Pest Control Service	Paid by Check #52718		05/27/2025	06/13/2025	06/13/2025		06/13/2025	48.00
		Vendor **349 - Rescom Pest Control** Totals				Invoices	1		$48.00
Vendor **2177 - Rise Above Fire Training & Tools, LLC**									
G25-0214	Equipment	Paid by Check #52719		02/14/2025	06/13/2025	06/13/2025		06/13/2025	440.50
		Vendor **2177 - Rise Above Fire Training & Tools, LLC** Totals				Invoices	1		$440.50
Vendor **34 - The Safari**									
0331025	FY24/25-Senior Center-CDBG Grant- Senior Meals 6/25/25	Paid by Check #52720		06/03/2025	06/13/2025	06/13/2025	06/06/2025	06/13/2025	4,771.83
		Vendor **34 - The Safari** Totals				Invoices	1		$4,771.83
Vendor **2004 - SCA of CA, LLC**									
2025-005129	SCA- May 2025 Street Sweeping	Paid by Check #52721		05/31/2025	06/13/2025	06/13/2025		06/13/2025	16,685.00
		Vendor **2004 - SCA of CA, LLC** Totals				Invoices	1		$16,685.00
Vendor **61 - Silvas Oil Company Inc.**									
198660CT	May 2025	Paid by Check #52722		05/31/2025	06/13/2025	06/13/2025		06/13/2025	170.46
		Vendor **61 - Silvas Oil Company Inc.** Totals				Invoices	1		$170.46
Vendor **247 - State Center Community College District**									
19262110	PD - FTO Training Section 41883 / Calixto Arias	Paid by Check #52723		06/05/2025	06/13/2025	06/13/2025		06/13/2025	133.00
		Vendor **247 - State Center Community College District** Totals				Invoices	1		$133.00
Vendor **1073 - Stryker Sales Coporation**									
9209344764	Service	Paid by Check #52724		05/23/2025	06/13/2025	06/13/2025		06/13/2025	316.00
9209344765	Service	Paid by Check #52724		05/23/2025	06/13/2025	06/13/2025		06/13/2025	316.00
9209344766	Service	Paid by Check #52724		05/23/2025	06/13/2025	06/13/2025		06/13/2025	316.00
9209344768	Service	Paid by Check #52724		05/23/2025	06/13/2025	06/13/2025		06/13/2025	316.00
		Vendor **1073 - Stryker Sales Coporation** Totals				Invoices	4		$1,264.00
Vendor **2084 - Superior Plus Energy Services Inc**									
28739336	May-2025-3018 Ridge Creek Dr.	Paid by Check #52725		05/01/2025	06/13/2025	06/13/2025		06/13/2025	2,495.50
28976418	May-2025-3018 Ridge Creek Dr.	Paid by Check #52725		05/16/2025	06/13/2025	06/13/2025		06/13/2025	2,607.18
		Vendor **2084 - Superior Plus Energy Services Inc** Totals				Invoices	2		$5,102.68
Vendor **92 - Target Specialty Products**									
INVP501861929	TARGET SPECIALTIES PRO SPREADER ACTIVATOR	Paid by Check #52726		06/04/2025	06/13/2025	06/13/2025		06/13/2025	1,592.61
		Vendor **92 - Target Specialty Products** Totals				Invoices	1		$1,592.61

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Vendor **2066 - Terminix Commercial**									
460180796	FY24/25-Comm. Srvcs.-Pest control service- Rec Center-May 2025	Paid by Check #52727		05/23/2025	06/13/2025	06/13/2025	06/09/2025	06/13/2025	91.00
460175292	405 E El Monte Way 05/30/25	Paid by Check #52727		05/30/2025	06/13/2025	06/13/2025		06/13/2025	78.14
		Vendor **2066 - Terminix Commercial** Totals				Invoices		2	$169.14
Vendor **329 - Townsend Public Affairs**									
23469	CONSULTING June 2025	Paid by Check #52728		06/01/2025	06/13/2025	06/13/2025		06/13/2025	6,000.00
		Vendor **329 - Townsend Public Affairs** Totals				Invoices		1	$6,000.00
Vendor **1633 - Toyota Industries Commercial Finance, Inc.**									
4004454064	Toyota Commercial Finance-Toyota Lease	Paid by Check #52729		05/27/2025	06/13/2025	06/13/2025		06/13/2025	296.74
		Vendor **1633 - Toyota Industries Commercial Finance, Inc.** Totals				Invoices		1	$296.74
Vendor **152 - Trac Net Corp.**									
10112	PD - FY 2025/26 Annual RIPA 07/01/2025 - 06/30/2026	Paid by Check #52730		06/01/2025	06/13/2025	06/13/2025		06/13/2025	5,000.00
10118	PD - Annual Maintenance 07/01/2025 - 06/30/2026	Paid by Check #52730		06/01/2025	06/13/2025	06/13/2025		06/13/2025	27,645.33
		Vendor **152 - Trac Net Corp.** Totals				Invoices		2	$32,645.33
Vendor **1736 - Andrew Trevino**									
INV0201	FY24/25-Special Events-July 3rd Celeb-Entertainment Califas	Paid by Check #52732		06/04/2025	06/13/2025	06/13/2025	06/04/2025	06/13/2025	1,600.00
INV0192	FY24/25-Special Events-July3rd Sound & Lighting	Paid by Check #52731		06/09/2025	06/13/2025	06/13/2025	06/09/2025	06/13/2025	6,800.00
		Vendor **1736 - Andrew Trevino** Totals				Invoices		2	$8,400.00
Vendor **273 - US Bank**									
7759267	City of Dinuba Safe Drinking Water State Revolving FD	Paid by Check #52733		05/23/2025	06/13/2025	06/13/2025		06/13/2025	1,375.00
556333219	us bank PW copier charges	Paid by Check #52734		05/27/2025	06/13/2025	06/13/2025		06/13/2025	839.63
		Vendor **273 - US Bank** Totals				Invoices		2	$2,214.63
Vendor **2062 - W & E Electric**									
2505011	w & e Dinuba waste water	Paid by Check #52736		05/09/2025	06/13/2025	06/13/2025		06/13/2025	225.00
2505085	w & e Dinuba waste water	Paid by Check #52736		05/23/2025	06/13/2025	06/13/2025		06/13/2025	481.44
		Vendor **2062 - W & E Electric** Totals				Invoices		2	$706.44
Vendor **451 - W.M. Lyles Co.**									
52.8690.02	W.M lyles DEWATERING SCREW PRESS CORVEYOR LINERS REPLACEMENT	Paid by Check #52737		06/02/2025	06/13/2025	06/13/2025		06/13/2025	6,219.39
		Vendor **451 - W.M. Lyles Co.** Totals				Invoices		1	$6,219.39
Vendor **2072 - Wells Fargo Vendor Financial Services LLC**									
5034700571	PD - Copiers Lease	Paid by Check #52738		06/07/2025	06/13/2025	06/13/2025		06/13/2025	563.12
		Vendor **2072 - Wells Fargo Vendor Financial Services LLC** Totals				Invoices		1	$563.12
Vendor **2080 - Xcitium Inc.**									

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42662535-58	Contract Payment (13/36)	Paid by Check #52739		06/04/2025	06/13/2025	06/13/2025		06/13/2025	888.80
		Vendor **2080 - Xcitium Inc.** Totals				Invoices	1		$888.80
		Grand Totals				Invoices	430		$701,095.45

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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
Vendor **263 - Advantek Benefit Administrators**									
2506 0011	Contractual	Paid by Check #52748		06/10/2025	06/20/2025	06/20/2025		06/20/2025	84,528.03
Funding 6/13/25	Contractual	Paid by Check #52748		06/13/2025	06/20/2025	06/20/2025		06/20/2025	22,832.95
		Vendor **263 - Advantek Benefit Administrators** Totals				Invoices	2		$107,360.98
Vendor **1934 - All Valley Uniforms Inc.**									
042525	PD - Uniforms / Edgar Garay	Paid by Check #52749		06/12/2025	06/20/2025	06/20/2025		06/20/2025	1,789.24
		Vendor **1934 - All Valley Uniforms Inc.** Totals				Invoices	1		$1,789.24
Vendor **522 - Allstar Towing**									
41368	allstar towing	Paid by Check #52750		03/18/2025	06/20/2025	06/20/2025		06/20/2025	200.00
		Vendor **522 - Allstar Towing** Totals				Invoices	1		$200.00
Vendor **985 - Angel's Tree Service**									
2261	angels tree service 1088 e kamm ave	Paid by Check #52751		06/06/2025	06/20/2025	06/20/2025		06/20/2025	2,250.00
		Vendor **985 - Angel's Tree Service** Totals				Invoices	1		$2,250.00
Vendor **17 - AT&T**									
250127196106/25	405 E El Monte Way 06/01/25-06/30/25	Paid by Check #52756		06/01/2025	06/20/2025	06/20/2025		06/20/2025	60.77
238451821406/25	Telephone 06/07/25-07/6/25	Paid by Check #52766		06/07/2025	06/20/2025	06/20/2025		06/20/2025	64.04
939105447506/25	Parks-Rec Dept 05/10/25-06/09/25	Paid by Check #52758		06/10/2025	06/20/2025	06/20/2025		06/20/2025	31.58
939105447606/25	Telephone 05/10/25-06/09/25	Paid by Check #52759		06/10/2025	06/20/2025	06/20/2025		06/20/2025	31.58
939106901206/25	Sportsplex- Telephone 05/10/25-06/09/25	Paid by Check #52761		06/10/2025	06/20/2025	06/20/2025		06/20/2025	82.82
939105446106/25	Telephone 05/11/25-06/10/25	Paid by Check #52762		06/11/2025	06/20/2025	06/20/2025		06/20/2025	31.58
939105446206/25	DSC 05/11/25-06/10/25	Paid by Check #52757		06/11/2025	06/20/2025	06/20/2025		06/20/2025	30.91
939105446606/25	Telephone 05/11/25-06/10/25	Paid by Check #52763		06/11/2025	06/20/2025	06/20/2025		06/20/2025	31.61
939105446706/25	Telephone 05/11/25-06/10/25	Paid by Check #52764		06/11/2025	06/20/2025	06/20/2025		06/20/2025	61.61
9391054470 6/25	6/10/2025	Paid by Check #52753		06/11/2025	06/20/2025	06/20/2025		06/20/2025	31.58
9391054471 6/25	6/10/2025	Paid by Check #52752		06/11/2025	06/20/2025	06/20/2025		06/20/2025	31.58
9391054479 6/25	6/10/2025	Paid by Check #52754		06/11/2025	06/20/2025	06/20/2025		06/20/2025	31.58
9391054742 6/25	6/10/2025	Paid by Check #52755		06/11/2025	06/20/2025	06/20/2025		06/20/2025	127.78
939105474406/25	PARKS & COMM SRVCE 05/11/25-06/10/25	Paid by Check #52760		06/11/2025	06/20/2025	06/20/2025		06/20/2025	253.65
939105475606/25	Telephone 05/11/25-06/10/25	Paid by Check #52765		06/11/2025	06/20/2025	06/20/2025		06/20/2025	358.54
		Vendor **17 - AT&T** Totals				Invoices	15		$1,261.21
Vendor **2095 - BCS Consulting, Inc.**									
1032	Monthly IT Support and Maintenance May 2025	Paid by Check #52767		06/12/2025	06/20/2025	06/20/2025		06/20/2025	6,200.00
		Vendor **2095 - BCS Consulting, Inc.** Totals				Invoices	1		$6,200.00
Vendor **944 - Javier Beltran**									
SNL2025-06	FY24/25-Special Events-SNL/Frm Mrkt. Ent. 6/27/25-Balazzo	Paid by Check #52768		06/16/2025	06/20/2025	06/20/2025	06/16/2025	06/20/2025	1,500.00
		Vendor **944 - Javier Beltran** Totals				Invoices	1		$1,500.00

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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
Vendor **1814 - Bogie's Pump System**									
19644	bogies repair of fairbanks pump	Paid by Check #52769		04/30/2025	06/20/2025	06/20/2025		06/20/2025	18,347.31
		Vendor **1814 - Bogie's Pump System** Totals				Invoices		1	$18,347.31
Vendor **822 - Boundtree Medical LLC**									
85799110	Supplies	Paid by Check #52770		06/06/2025	06/20/2025	06/20/2025		06/20/2025	174.33
85799111	Supplies	Paid by Check #52770		06/06/2025	06/20/2025	06/20/2025		06/20/2025	375.69
85803014	Supplies	Paid by Check #52770		06/10/2025	06/20/2025	06/20/2025		06/20/2025	786.58
85804756	Supplies	Paid by Check #52770		06/11/2025	06/20/2025	06/20/2025		06/20/2025	497.00
		Vendor **822 - Boundtree Medical LLC** Totals				Invoices		4	$1,833.60
Vendor **118 - California Parks & Recreation Society**									
CPRS-2025-SLW	FY24/25-Sports-Summers Leader Workshop-Staff training	Paid by Check #52771		05/30/2025	06/20/2025	06/20/2025	06/04/2025	06/20/2025	175.00
06112025-2	FY24/25-Summer Leader's workshop 2025	Paid by Check #52771		06/11/2025	06/20/2025	06/20/2025	06/11/2025	06/20/2025	425.00
		Vendor **118 - California Parks & Recreation Society** Totals				Invoices		2	$600.00
Vendor **381 - Cen Cal Distributing Inc.**									
352475	Delivery Charge	Paid by Check #52772		05/01/2025	06/20/2025	06/20/2025		06/20/2025	6.50
352476	05/07/25 Water Delivery 8 Bottles	Paid by Check #52772		05/07/2025	06/20/2025	06/20/2025		06/20/2025	88.00
353720	05/29/25 Water Delivery 9 Bottles	Paid by Check #52772		05/29/2025	06/20/2025	06/20/2025		06/20/2025	99.00
		Vendor **381 - Cen Cal Distributing Inc.** Totals				Invoices		3	$193.50
Vendor **2085 - Central Cali**									
GD930503	CENTRAL CALI U#9, U#11,U#16,U#18, U#37,U#41,U#49,U#51	Paid by Check #52773		06/09/2025	06/20/2025	06/20/2025		06/20/2025	240.00
		Vendor **2085 - Central Cali** Totals				Invoices		1	$240.00
Vendor **215 - Chad's Auto Glass**									
105248	chads E-31	Paid by Check #52774		06/09/2025	06/20/2025	06/20/2025		06/20/2025	295.00
		Vendor **215 - Chad's Auto Glass** Totals				Invoices		1	$295.00
Vendor **8 - City of Dinuba**									
P.Cash-PCS061125	FY24/25-Petty Cash Reimbursement-PCS	Paid by Check #52777		06/11/2025	06/20/2025	06/20/2025	06/11/2025	06/20/2025	20.00
PD06122025	PD - Petty Cash Reimbursement	Paid by Check #52775		06/12/2025	06/20/2025	06/20/2025		06/20/2025	232.55
Petty Cash 24/25	PW-Petty Cash Reimbursement	Paid by Check #52776		06/16/2025	06/20/2025	06/20/2025		06/20/2025	115.36
		Vendor **8 - City of Dinuba** Totals				Invoices		3	$367.91
Vendor **3 - Culligan Water**									
214503	culligan exchange tank	Paid by Check #52778		05/31/2025	06/20/2025	06/20/2025		06/20/2025	83.00
214751	culligan hic pe service	Paid by Check #52778		05/31/2025	06/20/2025	06/20/2025		06/20/2025	80.00
		Vendor **3 - Culligan Water** Totals				Invoices		2	$163.00
Vendor **1933 - Danny's Diesel Repair**									
20499	dannys repair T-17	Paid by Check #52779		06/09/2025	06/20/2025	06/20/2025		06/20/2025	140.00
20503	dannys repairs r-05	Paid by Check #52779		06/11/2025	06/20/2025	06/20/2025		06/20/2025	140.00
20506	dannys repairs E-32	Paid by Check #52779		06/12/2025	06/20/2025	06/20/2025		06/20/2025	1,247.58
		Vendor **1933 - Danny's Diesel Repair** Totals				Invoices		3	$1,527.58

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Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
Vendor **2099 - EagleShield Pest Control, Inc**									
188073	June 2025	Paid by Check #52780		06/12/2025	06/20/2025	06/20/2025		06/20/2025	85.00
		Vendor **2099 - EagleShield Pest Control, Inc** Totals				Invoices	1		$85.00
Vendor **1396 - Employ America**									
40E2504-IN	FY24/25-Parks-Park/Ground maintenance services-May 2025	Paid by Check #52781		05/31/2025	06/20/2025	06/20/2025	06/10/2025	06/20/2025	3,405.60
		Vendor **1396 - Employ America** Totals				Invoices	1		$3,405.60
Vendor **1591 - Environment Control**									
28465-299	environment control city of Dinuba	Paid by Check #52782		06/01/2025	06/20/2025	06/20/2025		06/20/2025	11,452.00
		Vendor **1591 - Environment Control** Totals				Invoices	1		$11,452.00
Vendor **36 - Ewing Irrigation Products**									
26189802	FY24/25-Parks-Irrigation supplies/parts-Roos. Park-Field 1	Paid by Check #52783		05/27/2025	06/20/2025	06/20/2025	06/09/2025	06/20/2025	146.86
26206690	ewing supplies	Paid by Check #52783		05/28/2025	06/20/2025	06/20/2025		06/20/2025	60.68
26321676	FY24/25-Parks-Irrigation supplies/parts	Paid by Check #52783		06/05/2025	06/20/2025	06/20/2025	06/16/2025	06/20/2025	170.18
26321968	FY24/25-Parks-Irrigation supplies/parts-Muirfield	Paid by Check #52783		06/05/2025	06/20/2025	06/20/2025	06/16/2025	06/20/2025	39.58
26322218	FY24/25-Parks-Irrigation supplies/parts-Nebraska	Paid by Check #52783		06/05/2025	06/20/2025	06/20/2025	06/16/2025	06/20/2025	24.93
26422254	FY24/25-Parks-Irrigation supplies/parts	Paid by Check #52783		06/12/2025	06/20/2025	06/20/2025	06/14/2025	06/20/2025	117.34
		Vendor **36 - Ewing Irrigation Products** Totals				Invoices	6		$559.57
Vendor **442 - Fastenal Company**									
CAVIS158639	fastenal supplies	Paid by Check #52784		06/04/2025	06/20/2025	06/20/2025		06/20/2025	699.65
		Vendor **442 - Fastenal Company** Totals				Invoices	1		$699.65
Vendor **18 - The Gas Company**									
0990155800806/25	405 E El Monte Way 05/02/25-06/03/25	Paid by Check #52786		06/05/2025	06/20/2025	06/20/2025		06/20/2025	78.72
1620155874506/25	990 E El Monte Way 05/02/25-06/03/25	Paid by Check #52787		06/05/2025	06/20/2025	06/20/2025		06/20/2025	5.63
16201580004 6/25	May 2025	Paid by Check #52785		06/05/2025	06/20/2025	06/20/2025		06/20/2025	30.46
		Vendor **18 - The Gas Company** Totals				Invoices	3		$114.81
Vendor **252 - Geil Enterprises, Inc.**									
463386	Valley Security Alarm- 180 W Merced Ct. Purchase & Installation	Paid by Check #52788		05/20/2025	06/20/2025	06/20/2025		06/20/2025	9,705.00
		Vendor **252 - Geil Enterprises, Inc.** Totals				Invoices	1		$9,705.00
Vendor **712 - GLS US**									
5510345	gls shipping	Paid by Check #52789		06/01/2025	06/20/2025	06/20/2025		06/20/2025	35.06
		Vendor **712 - GLS US** Totals				Invoices	1		$35.06
Vendor **174 - Howard's Pest Control**									
131039	Howards monthly service wwtp	Paid by Check #52790		06/04/2025	06/20/2025	06/20/2025		06/20/2025	65.00

Invoice Number	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Net Amount
131057	Howards monthly service PW	Paid by Check #52790		06/04/2025	06/20/2025	06/20/2025		06/20/2025	165.00
		Vendor **174 - Howard's Pest Control** Totals				Invoices		2	$230.00
Vendor **1721 - Image 2000 Fresno**									
778505	PD - Copier Supplies Freight Charges	Paid by Check #52791		06/11/2025	06/20/2025	06/20/2025		06/20/2025	16.75
778921	PD - Copiers Maintenance	Paid by Check #52791		06/13/2025	06/20/2025	06/20/2025		06/20/2025	575.70
		Vendor **1721 - Image 2000 Fresno** Totals				Invoices		2	$592.45
Vendor **974 - InfoSend, Inc.**									
287658	UTILITY BILLING PRINT & POSTAGE MAY & JUNE	Paid by Check #52792		05/31/2025	06/20/2025	06/20/2025		06/20/2025	9,868.34
		Vendor **974 - InfoSend, Inc.** Totals				Invoices		1	$9,868.34
Vendor **133 - J & D Lighting & Alarm**									
397698	FY25/26-Parks-Alarm Monitoring 7/1/25-9/30/25-Parks Office	Paid by Check #52793		06/16/2025	06/20/2025	06/20/2025	06/16/2025	06/20/2025	104.85
		Vendor **133 - J & D Lighting & Alarm** Totals				Invoices		1	$104.85
Vendor **5 - Jorgensen & Co.**									
6194089	jorgensen training class	Paid by Check #52794		05/29/2025	06/20/2025	06/20/2025		06/20/2025	4,378.00
		Vendor **5 - Jorgensen & Co.** Totals				Invoices		1	$4,378.00
Vendor **218 - Key Evidence Lock and Safe**									
136678	Key Evidence- 4 Cyber Keys	Paid by Check #52795		06/10/2025	06/20/2025	06/20/2025		06/20/2025	754.12
		Vendor **218 - Key Evidence Lock and Safe** Totals				Invoices		1	$754.12
Vendor **1536 - Kings River Casting, Inc.**									
38458	FY24/25-Viscaya Park-Bench donation- Dr. Thusu/Family	Paid by Check #52796		06/12/2025	06/20/2025	06/20/2025	06/13/2025	06/20/2025	2,034.51
		Vendor **1536 - Kings River Casting, Inc.** Totals				Invoices		1	$2,034.51
Vendor **1747 - KRC Safety Co Inc**									
68854	krc no trespassing sign	Paid by Check #52797		06/05/2025	06/20/2025	06/20/2025		06/20/2025	1,037.04
		Vendor **1747 - KRC Safety Co Inc** Totals				Invoices		1	$1,037.04
Vendor **796 - L.N. Curtis & Sons**									
INV955951	Equipment	Paid by Check #52798		06/05/2025	06/20/2025	06/20/2025		06/20/2025	5,284.28
INV957648	Equipment	Paid by Check #52798		06/11/2025	06/20/2025	06/20/2025		06/20/2025	1,665.47
		Vendor **796 - L.N. Curtis & Sons** Totals				Invoices		2	$6,949.75
Vendor **1975 - Lampe Chrysler Dodge Jeep Ram**									
6190815	lampe pd-38	Paid by Check #52799		02/07/2025	06/20/2025	06/20/2025		06/20/2025	1,297.66
6191856	lampe pd-40	Paid by Check #52799		03/04/2025	06/20/2025	06/20/2025		06/20/2025	1,046.12
		Vendor **1975 - Lampe Chrysler Dodge Jeep Ram** Totals				Invoices		2	$2,343.78
Vendor **724 - Language Line Services, Inc.**									
11613662	PD - Interpreting Service	Paid by Check #52800		05/31/2025	06/20/2025	06/20/2025		06/20/2025	11.28
		Vendor **724 - Language Line Services, Inc.** Totals				Invoices		1	$11.28
Vendor **2209 - Leist and Associates**									
0000303	FD - Vasquez	Paid by Check #52801		02/25/2025	06/20/2025	06/20/2025		06/20/2025	10,696.70
0000304	FD - Gonzalez	Paid by Check #52801		02/25/2025	06/20/2025	06/20/2025		06/20/2025	9,447.30

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		Vendor **2209 - Leist and Associates** Totals				Invoices	2		$20,144.00
Vendor **1723 - Matson Alarm Co, Inc.**									
6619159	FY25/26-Sportsplex-Alarm monitoring 7/1/25-7/31/25	Paid by Check #52802		07/01/2025	06/20/2025	06/20/2025	06/16/2025	06/20/2025	110.77
		Vendor **1723 - Matson Alarm Co, Inc.** Totals				Invoices	1		$110.77
Vendor **1181 - McCormick, Kabot & Lew**									
15715	Retainer	Paid by Check #52803		03/25/2025	06/20/2025	06/20/2025		06/20/2025	84.00
15716	General Matters	Paid by Check #52803		03/25/2025	06/20/2025	06/20/2025		06/20/2025	3,384.00
		Vendor **1181 - McCormick, Kabot & Lew** Totals				Invoices	2		$3,468.00
Vendor **142 - Office Depot BSD**									
426167899001	FY24/25-PCS-Multiple divisions-Office/operating supplies	Paid by Check #52804		05/29/2025	06/20/2025	06/20/2025	06/12/2025	06/20/2025	510.77
427894034001	Supplies	Paid by Check #52804		06/10/2025	06/20/2025	06/20/2025		06/20/2025	56.06
		Vendor **142 - Office Depot BSD** Totals				Invoices	2		$566.83
Vendor **76 - Pacific Gas & Electric**									
2509717364206/25	L & M ALLEY @ FRESNO ST 05/06/25-06/04/25	Paid by Check #52807		06/05/2025	06/20/2025	06/20/2025		06/20/2025	89.46
9624769219506/25	225 S L ST 05/06/25-06/04/25	Paid by Check #52808		06/05/2025	06/20/2025	06/20/2025		06/20/2025	338.66
35474471071 6/25	420 E TULARE ST 5/6/25-6/4/2025	Paid by Check #52805		06/06/2025	06/20/2025	06/20/2025		06/20/2025	1,194.85
5683054506906/25	PD - 05/06/2025 - 06/04/2025 Billing Charges	Paid by Check #52809		06/06/2025	06/20/2025	06/20/2025		06/20/2025	8,726.94
61830544740 6/25	496 E TULARE ST 5/6/25-6/4/25	Paid by Check #52806		06/06/2025	06/20/2025	06/20/2025		06/20/2025	2,348.12
		Vendor **76 - Pacific Gas & Electric** Totals				Invoices	5		$12,698.03
Vendor **650 - Mark Pearce**									
May/June 2025	Anthem Reimb 5/1/25-5/31/25 Rx 5/1/25-6/30/25 Sup	Paid by Check #52810		06/10/2025	06/20/2025	06/20/2025		06/20/2025	408.90
		Vendor **650 - Mark Pearce** Totals				Invoices	1		$408.90
Vendor **7 - Pena's Disposal Services**									
876026B	PENA'S SPRING CLEAN UP	Paid by Check #52811		04/08/2025	06/20/2025	06/20/2025		06/20/2025	16,205.86
887213	penas self-haul	Paid by Check #52811		06/02/2025	06/20/2025	06/20/2025		06/20/2025	355.00
6/25 for 5/25	June 2025 Monthly Disposal Charges for May 2025	Paid by Check #52811		06/20/2025	06/20/2025	06/20/2025		06/20/2025	161,289.41
JULY 2025	FY 25.26 Contract Disposal Payment for July 2025	Paid by Check #52811		07/01/2025	06/20/2025	06/20/2025		06/20/2025	60,000.00
		Vendor **7 - Pena's Disposal Services** Totals				Invoices	4		$237,850.27
Vendor **2122 - Pro-Access Solutions, Inc.**									
12885	CH Automatic Doors	Paid by Check #52812		05/02/2025	06/20/2025	06/20/2025		06/20/2025	13,851.29
		Vendor **2122 - Pro-Access Solutions, Inc.** Totals				Invoices	1		$13,851.29
Vendor **275 - Proforce Marketing Inc.**									
573368	PD - Sig Grip Mod	Paid by Check #52813		05/06/2025	06/20/2025	06/20/2025		06/20/2025	298.31
		Vendor **275 - Proforce Marketing Inc.** Totals				Invoices	1		$298.31
Vendor **1565 - Quadient Finance USA, Inc.**									

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6.9.25	POSTAGE	Paid by Check #52814		06/09/2025	06/20/2025	06/20/2025		06/20/2025	2,500.00
		Vendor **1565 - Quadient Finance USA, Inc.** Totals				Invoices	1		$2,500.00
Vendor **1566 - Quality Construction, Inc.**									
6203	Dinuba Police Department Break Room Remodel	Paid by Check #52815		06/06/2025	06/20/2025	06/20/2025		06/20/2025	22,042.00
		Vendor **1566 - Quality Construction, Inc.** Totals				Invoices	1		$22,042.00
Vendor **653 - Teresa Ramirez**									
CLETS07-2025	PD - Telecom Trainers Update (CLETS) 07/15/2025 -07/16/2025	Paid by Check #52816		06/05/2025	06/20/2025	06/20/2025		06/20/2025	192.00
		Vendor **653 - Teresa Ramirez** Totals				Invoices	1		$192.00
Vendor **124 - Reedley Veterinary Hospital**									
177	PD - Vet Fees / April & May 2025 Disposal Fees	Paid by Check #52817		06/12/2025	06/20/2025	06/20/2025		06/20/2025	2,191.00
		Vendor **124 - Reedley Veterinary Hospital** Totals				Invoices	1		$2,191.00
Vendor **1707 - RRM Design Group**									
2249-01-0125	RRM Dinuba Downtown Civic Square Conceptual Plan	Paid by Check #52818		02/20/2025	06/20/2025	06/20/2025		06/20/2025	5,179.35
2249-01-0225	RRM Dinuba Downtown Civic Square Conceptual Plan	Paid by Check #52818		03/20/2025	06/20/2025	06/20/2025		06/20/2025	6,656.71
		Vendor **1707 - RRM Design Group** Totals				Invoices	2		$11,836.06
Vendor **1691 - Serviam by Wright LLP**									
33065	740 Harvard-Services for May 2025	Paid by Check #52819		06/01/2025	06/20/2025	06/20/2025		06/20/2025	208.60
		Vendor **1691 - Serviam by Wright LLP** Totals				Invoices	1		$208.60
Vendor **121 - State of California**									
Notary - Sanchez	Notary exam for Mayra Sanchez	Paid by Check #52820		05/12/2025	06/20/2025	06/20/2025		06/20/2025	40.00
		Vendor **121 - State of California** Totals				Invoices	1		$40.00
Vendor **2084 - Superior Plus Energy Services Inc**									
28976695	3018 Ridge Creek	Paid by Check #52821		05/23/2025	06/20/2025	06/20/2025		06/20/2025	2,172.19
29186574	3018 Ridge Creek	Paid by Check #52821		05/30/2025	06/20/2025	06/20/2025		06/20/2025	2,192.33
		Vendor **2084 - Superior Plus Energy Services Inc** Totals				Invoices	2		$4,364.52
Vendor **1778 - TKE Engineering**									
2025-5025	175-01 Dinuba Successor Agency-Long Range Prop 03/01/25-03/31/25	Paid by Check #52822		04/24/2025	06/20/2025	06/20/2025		06/20/2025	5,827.50
		Vendor **1778 - TKE Engineering** Totals				Invoices	1		$5,827.50
Vendor **717 - TMI Research Services**									
CITYOD 25-5-31	Contractual	Paid by Check #52823		05/31/2025	06/20/2025	06/20/2025		06/20/2025	120.00
		Vendor **717 - TMI Research Services** Totals				Invoices	1		$120.00
Vendor **561 - America Trevino**									
June 2025	Anthem Reimb 06/01/25-06/30/25	Paid by Check #52824		06/10/2025	06/20/2025	06/20/2025		06/20/2025	349.37
		Vendor **561 - America Trevino** Totals				Invoices	1		$349.37

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Vendor **1736 - Andrew Trevino**									
INV0202	FY24/25-Special Events-July 3rd celeb.-f15' video wall	Paid by Check #52825		06/11/2025	06/20/2025	06/20/2025	06/11/2025	06/20/2025	1,800.00
		Vendor **1736 - Andrew Trevino** Totals				Invoices	1		$1,800.00
Vendor **49 - Tulare County**									
21443	PD - Durango U#38 Graphics / Cordell	Paid by Check #52826		06/10/2025	06/20/2025	06/20/2025		06/20/2025	162.75
		Vendor **49 - Tulare County** Totals				Invoices	1		$162.75
Vendor **359 - Valero Marketing & Supply Company**									
105367616	PW Fuel for May 2025	Paid by EFT #3511		06/06/2025	06/20/2025	06/20/2025		06/20/2025	7,758.78
105369646	May 2025	Paid by EFT #3512		06/06/2025	06/20/2025	06/20/2025		06/20/2025	9,602.06
		Vendor **359 - Valero Marketing & Supply Company** Totals				Invoices	2		$17,360.84
Vendor **201 - Valley Farm Services, Inc.**									
28924	valley farm reseal bucket cylinder for backhoe	Paid by Check #52827		05/07/2025	06/20/2025	06/20/2025		06/20/2025	607.54
		Vendor **201 - Valley Farm Services, Inc.** Totals				Invoices	1		$607.54
Vendor **101 - Valley Soil & Forest Products**									
52090	valley soil fill sand	Paid by Check #52828		06/09/2025	06/20/2025	06/20/2025		06/20/2025	672.70
52091	valley soil fill sand	Paid by Check #52828		06/09/2025	06/20/2025	06/20/2025		06/20/2025	672.70
		Vendor **101 - Valley Soil & Forest Products** Totals				Invoices	2		$1,345.40
Vendor **354 - Verizon Wireless**									
6115652379	PD - 05/11/2025 - 06/10/2025 Billing Charges	Paid by Check #52829		06/10/2025	06/20/2025	06/20/2025		06/20/2025	2,082.52
		Vendor **354 - Verizon Wireless** Totals				Invoices	1		$2,082.52
Vendor **21 - Vestis Services LLC**									
5031579713	FY24/25-Parks- Uniform Allowance - Parks staff	Paid by Check #52830		06/11/2025	06/20/2025	06/20/2025	06/12/2025	06/20/2025	73.06
		Vendor **21 - Vestis Services LLC** Totals				Invoices	1		$73.06
Vendor **2062 - W & E Electric**									
2505010	W&E Electric - Kam & Alta pump& lift station check	Paid by Check #52831		05/09/2025	06/20/2025	06/20/2025		06/20/2025	1,064.72
		Vendor **2062 - W & E Electric** Totals				Invoices	1		$1,064.72
Vendor **347 - Zoll Data Systems**									
INV00202843	Billing Implementation	Paid by Check #52832		05/23/2025	06/20/2025	06/20/2025		06/20/2025	3,000.00
INV00202846	Credit Memo	Paid by Check #52832		05/23/2025	06/20/2025	06/20/2025		06/20/2025	(6,382.45)
INV00204956	5/12/2025 - 5/31/2026	Paid by Check #52832		06/12/2025	06/20/2025	06/20/2025		06/20/2025	26,023.89
		Vendor **347 - Zoll Data Systems** Totals				Invoices	3		$22,641.44
Vendor **TRI COUNTRY EXCAVATION**									
Permit#2025-003	Const. Water Permit #2025-003 Refund/ Receipt# 25-00049474	Paid by Check #52833		06/16/2025	06/20/2025	06/20/2025		06/20/2025	763.54
		Vendor **TRI COUNTRY EXCAVATION** Totals				Invoices	1		$763.54
		Grand Totals				Invoices	118		$585,459.40

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City Council Staff Report

Department: CITY MANAGER'S OFFICE | June 24, 2025

To: Mayor and City Council

From: Maria Alaniz, City Clerk/HR Director

By:

Subject: Cancellation of City Council meetings of July 22, 2025 & August 26, 2025 (MA)

RECOMMENDATION:

Council to consider cancellation of the City Council meetings of July 22, 2025 and August 26, 2025.

EXECUTIVE SUMMARY:

The City Council has routinely cancelled Council meeting in the summer months due to vacations and other conflicts. Staff is seeking direction from the City Council on the cancellation of the July 22,2025, and August 26, 2025 meetings.

OUTSTANDING ISSUES:

None.

DISCUSSION:

Each year the City Council traditionally cancels a meeting in July and August due to summer vacations and Council planned absences. Staff is seeking direction from the City Council as to whether they wish to once again cancel the meetings of July 22, 2025 and August 26, 2025.

Staff does not anticipate extraordinary agenda items for the meetings. If an item requires action, staff will notify the Council and plan for the regular scheduled meeting or schedule a special meeting as warranted.

FISCAL IMPACT:

None.

PUBLIC HEARING:

None required.

ATTACHMENTS:

None

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City Council Staff Report

Department: CITY MANAGER'S OFFICE | June 24, 2025

To: Mayor and City Council

From: Daniel James, Assistant City Manager
Luis Patlan, City Manager

By:

Subject: Conference with Real Property Negotiators

RECOMMENDATION:

Pursuant to GC 54956.8, Purchase of Real Property
Agency Negotiator(s): Luis Patlan, City Manager and Daniel James, Assistant City Manager
Under Negotiation: Purchase of Real Property APN: 014-171-010

EXECUTIVE SUMMARY:

OUTSTANDING ISSUES:

DISCUSSION:

FISCAL IMPACT:

PUBLIC HEARING:

ATTACHMENTS:

None