

AGREEMENT FOR COLLECTION OF RUBBISH  
AND TRASH IN THE CITY OF NATIONAL CITY  
BY AND BETWEEN THE CITY OF NATIONAL CITY  
AND EDCO DISPOSAL CORPORATION  
FOR SERVICES RENDERED

THIS AGREEMENT is entered into this 25th day  
of September 1990, by and between the City of National  
City, hereinafter referred to as "City" and EDCO Disposal  
Corporation, hereinafter referred to as "Contractor."

RECITAL

The parties desire to enter into this agreement to  
provide for the exclusive right and duty of EDCO to collect,  
transport, recycle and dispose of garbage, rubbish and  
recyclable material from single-family residential, multi-  
family, commercial, industrial and from City-occupied  
facilities in accordance with this agreement, the ordinances  
of the City of National City, the regulations established by  
the County of San Diego and all applicable State and Federal  
Laws. Roll-off containers for construction debris and for  
recycling are not included in this exclusive right.

SECTION 1. TERM: The term of this agreement shall be  
from the date first written above and shall expire  
November 17, 1994.

SECTION 2. DEFINITIONS: A. "GARBAGE" is all refuse  
and waste, fruit, vegetable and animal matter, prepared and  
intended for human consumption, and not so used.

B. "RUBBISH" is refuse and waste material, whether combustible or noncombustible, not included within the definition of garbage as herein defined, including but not limited to paper, rags, glass, ashes and yard waste (leaves, grass, tree and vine trimmings). It shall not include plaster, rock, sand, dirt, automobile frames or fenders, or waste material relating to building operations, construction or repair. It further does not include hazardous or toxic materials nor dead animals.

C. "RECYCLE" or "RECYCLING" means the process of collecting, sorting, cleansing, treating, and reconstituting materials that would otherwise become solid waste, and returning 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. "Recycling" does not include "transformation."

D. "RECYCLABLE MATERIAL" is material that is subject to the process of recycling, and includes such items as newspaper, glass, ferrous and non ferrous metals, PET and other plastics, cardboard, mixed paper, waste paper, yard waste and other material mutually agreed upon.

SECTION 3. CONTRACTOR'S OBLIGATION TO COLLECT AND RECYCLE GARBAGE AND RUBBISH: Contractor will collect and remove all combustible and noncombustible rubbish and garbage from the curbs, sidewalks or alleys within the city

limits of National City, as far as said garbage and rubbish is placed properly for pickup; and Contractor will provide all materials, supplies, equipment, and personnel necessary to collect said rubbish and garbage pursuant to the terms of this agreement. A pilot curbside recycling program shall be established in October 1990. In April, May and June of 1991, the results of the pilot program will be reviewed by Contractor and by City. If agreement can be reached on the scope and price of the service, a full citywide curbside recycling program will be established in July 1991 with the costs thereof to be coordinated with the October 1991 scheduled rate review. If agreement cannot be reached, the City will advertise for bids to accomplish curbside recycling.

Contractor shall collect and handle all appropriate materials included within the term "Recyclable Material" defined in Section 2, and as mandated by existing or future City, County, State or Federal legislation or requirements. Original and replacement containers for the household accumulation of recyclable material shall be provided by Contractor without charge and shall remain the property of Contractor.

SECTION 4. RATES FOR CONTRACTOR'S SERVICES: Contractor shall charge no more than the maximum rate set forth in the Rate Schedule, which is exhibit "A" hereto and by this reference incorporated herein as though fully set forth here-

inafter. Contractor may charge less than the rates in the Rate Schedule, but not more. Any rate charged to a classification of user shall be charged uniformly to all users in that classification. In view of the unknown elements of retrieval costs of recycling, the unpredictable changes in landfill tipping fees, avoided tipping fees and the volatility of the recycling market among other factors, the rate schedules proposed by Contractor will be accompanied by a report from an outside auditing firm (to be selected by City and paid by Contractor) covering both the refuse collection and recycling operations. Funds obtained from the sale of recycled items shall be used to offset other elements of cost in consideration of an appropriate rate structure. Charges to commercial or industrial customers who present large amounts of recyclable material may be offset to acknowledge the value of such material to the customer. The Rate Schedule may be modified from time to time as provided later in this agreement.

SECTION 5. EXTRA COMPENSATION: In the event the volume of rubbish and/or garbage left for pickup by a user is excessive or, in the event that accessibility to pickup points is restricted or impaired, thereby causing additional cost of collection to Contractor, Contractor shall negotiate, in good faith, a collection fee with the affected user. In the event a dispute arises between Contractor and

a user as to the excessiveness of the volume of trash left for pickup, City shall make the final determination as to excessiveness.

SECTION 6. STANDARD OF SERVICE: In rendering services pursuant to this agreement, Contractor shall use equipment that is in good operable condition, and good, clean appearance. All field employees of Contractor who deal with the public shall wear uniforms, first reasonably approved by the City Manager of City, and all employees shall be required by Contractor to be courteous and helpful in their dealings with the public.

Contractor's employees are required to remove properly contained rubbish and garbage but have no responsibility to clean up a littered area when the fault is overfilled containers, dumping by vandals or otherwise poor housekeeping. Contractor is required to clean up litter or liquid spills caused by his operation, and this must be done immediately.

SECTION 7. DUMP SITE: Contractor shall either furnish its own disposal site, or use disposal sites provided to it by the County of San Diego. In any event, Contractor will not burn any combustible substances within the City of National City. All disposal activities of Contractor shall be conducted in such a way as to enhance, and not impair, the health, welfare, sanitation and safety of the people of the City of National City.

Upon 30 days written notice, City may require Contractor to use a disposal site designated by City, provided that adequate access is available to Contractor to provide reasonable use of such a designated disposal site. In this regard, Contractor shall pay whatever reasonable use fees are charged for such a designated disposal site, and said fees shall be an operating expense for purposes of setting rates hereunder.

SECTION 8. FREQUENCY OF SERVICE: Contractor shall collect rubbish and garbage from residential users at least one time per week, with collections from any user being on the same day of the week, such day to be designated by Contractor.

Collection from commercial, industrial, and manufacturing users, except recycling, shall be as frequently as agreed upon between Contractor and user, but not less often than weekly.

SECTION 9. HOURS FOR COLLECTION: All collection activities of Contractor pursuant to this contract shall occur between the hours of 7:00 a.m. and 4:30 p.m.

SECTION 10. CARE OF USERS' CONTAINERS: Contractor shall insure that its employees make reasonable efforts to avoid damage to users' rubbish and garbage containers.

SECTION 11. SERVICE TO CITY: Contractor shall collect garbage and rubbish from City-owned property, as frequently

as is necessary to prevent the accumulation of rubbish or garbage on City-owned property, without charge to City. Collection service includes removal of sweeping debris.

SECTION 12. BIANNUAL CLEANUP: Contractor agrees to provide two annual cleanup campaigns and to cooperate with City as to the date and manner of conducting said cleanup campaigns.

SECTION 13. CONTRACTOR TO OBEY ALL LAWS IN THE PERFORMANCE OF THIS CONTRACT: Contractor warrants that it will comply with all Local, State and Federal laws and regulations applicable to its operation.

SECTION 14. COLLECTION OF BULKY ITEMS: Contractor is required to establish a program for pickup, recycling as required and disposal of major household appliances (stove, refrigerator, washer, dryer, etc.), and major household furniture (couch, chair, table, mattress, etc.). Said program shall include a procedure for informing Contractor's customers of the existence of said program, and of the details of said program (e.g., pickup times).

The program shall require pickup on Saturday. An appointment is required which may be made by contact with EDCO as late as Friday for pickup the following day. Provision also shall be made to ensure that set out items having doors are rendered safe by either removal of the door latch mechanism, by welding the doors shut or by removal of the doors, such action to occur within eight (8) working

hours of notification to Contractor by the customer. Costs for this program are considered a basic business cost to be included in overall rate establishment and without additional charge to the customer. It is understood that this program does not include removal of autos or automotive components, construction or demolition debris, dirt, sand, concrete, asphalt, etc. These type materials are to be hauled on a for-a-fee basis. Bulky items are to be set out at normal trash location.

SECTION 15. INSURANCE: Contractor, at its sole cost and expense, shall purchase and maintain throughout the term of this agreement, the following insurance policies:

A. Automobile insurance covering all bodily injury and property liability incurred during the performance of this agreement, with a minimum coverage of \$10,000,000 combined single limit per accident. Such automobile insurance shall include non-owned vehicles.

B. Comprehensive general liability insurance, with minimum limits of \$1,000,000 combined single limit per occurrence, covering all bodily injury and property damage arising out of its operation under this agreement.

C. Workers' compensation insurance covering all of its employees and volunteers.

D. The aforesaid policies, except for the workers' compensation policy, shall name City and its officers,



agents, and employees as additional insureds, and shall constitute primary insurance, with respect and limited only to Contractor's performance under this agreement, as to City, its officers, agents and employees, so that any other policies held by City shall not contribute to any loss under said insurance. Said policies shall provide for thirty (30) days prior written notice to City of cancellation or material change.

E. Concurrently with the execution of this agreement, Contractor shall furnish City with a certificate or other sufficient proof that the above insurance provisions have been complied with. Said certificate or other proof shall be filed with and approved by the City Risk Manager. If Contractor does not keep all of such insurance policies in full force and effect at all times during the term of this agreement, City may elect to treat the failure to maintain the requisite insurance as a breach of the contract and terminate the agreement as provided herein.

F. If any required insurance coverage is provided on a "claims made" rather than "occurrence" form, Contractor shall maintain such insurance coverage for three years after expiration of the term (and any extensions) of this agreement.

G. Insurance provisions may be updated at the option of City every three years.

HOLD HARMLESS: Contractor shall at its own risk, cost and expense, indemnify, defend, and hold harmless, City,

its officers, agents and employees from and against any and all liability, loss, expense, including defense costs, legal fees, and claims for damages, arising from Contractor's performance under the terms of this agreement.

SECTION 16. FRANCHISE FEE: As a franchise fee, Contractor will pay the City of National City a sum of money equal to two percent (2%) of Contractor's gross collections derived from services rendered pursuant to this agreement. The franchise fee will increase to 5% effective October 1, 1992 and will increase by 1% on July 1 of each succeeding year for the remainder of the contract term. Said franchise fee will be payable on the 20th day of each month. City shall have the right, at reasonable times and places, to inspect Contractor's books and records to insure the proper and correct payment of the franchise fee.

SECTION 17. EXCLUSIVE CONTRACT: City hereby grants to Contractor, during the term of this agreement, the exclusive right to collect all rubbish and garbage and recyclable material within the City of National City, as it now, or in the future, exists. City will not grant, during the term of this agreement, any other person the right to collect any rubbish or garbage or recyclable material for compensation within its city limits. Nothing herein is intended to prevent customary agreements to service commercial/industrial facilities for recyclable material from roll-off containers nor to prevent individuals from recycling their

own material nor charitable organizations from recycling donated materials. Roll-off containers for construction debris are not included in this exclusive right.

SECTION 18. NOTICE OF DEFAULT OF CONTRACT: If City determines Contractor is in default of any term or condition of this agreement, it shall give Contractor written notice of said default, and Contractor shall correct said default within 30 days. If Contractor fails to correct fault to the satisfaction of City, City may, by written communication, cancel this agreement and purchase at the then fair market value all of Contractor's equipment, books, records, and supplies, used by it in the performance of this agreement, and to take immediate possession of said property and use it as City deems appropriate.

SECTION 19. CITY CONTROL DURING NATURAL DISASTER OR DECLARED DISASTER OR LABOR DISPUTE: In the event of a local natural disaster or any declared disaster, City may direct and control and use all of the equipment of Contractor used by it in the performance of this agreement.

Furthermore, in the event of a labor dispute, which prevents Contractor from performing the terms and conditions of this contract, City may, but need not, take over Contractor's equipment and operate the same for rubbish and garbage collection purposes within the City of National City.

In the event any such labor dispute is not settled within 120 days after City exercises its right to take over Contractor's equipment and operate the same, City may, but need not, purchase all of Contractor's equipment, books, and records, necessary to perform this agreement at the then fair market value, cancel this agreement and use said property as it deems proper.

SECTION 20. CONTRACTOR'S PERFORMANCE BOND: Contractor shall deliver to the City Treasurer a performance bond issued by a surety licensed to engage in business in the state of California, or cash or government bonds in the sum of \$25,000.00 to guarantee its faithful performance of this contract.

SECTION 21. CONTRACTOR'S OFFICE: During the term of this agreement, Contractor shall maintain a business office with regular office hours at a location in the City of National City, which provides convenient access to the users of Contractor's services. Contractor shall keep the City Manager of City and its users informed of the location of said office.

SECTION 22. BILL AND COLLECT: Contractor shall, at its own expense, bill and collect service charges due it, pursuant to this contract.

SECTION 23. APPLICATIONS FOR RATE CHANGE: Contractor may apply, annually, for changes in the rates charged

pursuant to this agreement. Said application shall be in writing, addressed to the City Manager of City, and contain the financial and statistical data upon which the rate change application is made. By agreement, annual "cost of living" changes will be based upon the CPI for San Diego and will be equal to the percentage change in the index with, however, a cap of 6%. Thereafter, after report and recommendation to it by its manager, the City Council will act on said application, either grant the same, denying the same or granting some different rate schedule than that applied for. Such rate change shall be effective on October 1 of each year.

Changes in the rates (tipping fees) charged by the owners/operators of sanitary landfill sites utilized by the Contractor shall be considered as "pass-through" costs. Upon notification to the Contractor of a proposed tipping fee change, the Contractor should submit a letter request for rate change to the City, defining the impact of such change on his costs, and proposing a rate change that will exactly recoup the tipping fee change. Any approved rate change reflecting a change in tipping fees may be concurrent with the change in tipping fees.

SECTION 24. NON-ASSIGNABILITY: Contractor's rights and duties under this contract cannot be assigned, in whole or in part, without the consent of the City Council first

obtained in the form of a resolution duly passed and adopted.

SECTION 25. INDEPENDENT CONTRACTORS: City and Contractor are independent contractors with respect to each other, and none have the authority to incur obligations of any kind in the name of or for the account of each other, or to commit or bind each other without the other's written consent.

SECTION 26. COMPLIANCE WITH APPLICABLE LAW: Contractor, in the performance of the service to be provided herein, shall comply with all statutes, State or Federal, and all ordinances, rules, and regulations of the City of National City, whether now in force or subsequently enacted.

SECTION 27. PRIOR AGREEMENTS. This agreement shall supersede all prior agreements between City and Contractor.

CITY OF NATIONAL CITY

APPROVED AS TO FORM



George H. Eiser, III  
City Attorney

BY:   
MAYOR

EDCO DISPOSAL CORPORATION

BY: 

ATTEST:

By:   
CITY CLERK

NATIONAL CITY RATE SCHEDULE  
10-01-90

RUBBISH AND GARBAGE	MONTHLY RATE
1. <u>Residential</u>	
Per month residential single family properties.	8.75
For the second and each additional residential unit in multiple dwellings which do not exceed four units	6.60
2. <u>Trailer Parks and Motels (\$5.00 Min.)</u>	
One time per week, per unit, per month	6.20
3. <u>Apartment Houses (no minimum)</u>	
One time per week, per unit, per month	6.15
4. <u>Senior Citizen - Residential</u>	
Per month	7.10

NATIONAL CITY RATE SCHEDULE  
10-1-90

RUBBISH AND GARBAGE (COMMERCIAL AND INDUSTRIAL ESTABLISHMENTS)	MONTHLY RATE
Up to (2) 40 gallon containers One time per week - per month	10.25
Up to (2) 40 gallon containers Two times per week - per month	16.30
Up to (2) 40 gallon containers Three times per week - per month	21.00
Up to (2) 40 gallon containers Four times per week - per month	25.95
Up to (2) 40 gallon containers Daily (Six days/Monday thru Saturday)	33.90
Additional or unusual accumulation of rubbish	6.15



NATIONAL CITY RATE SCHEDULE  
10-1-90

BOX TYPE REFUSE SERVICE

NUMBER OF BINS	COLLECTION FREQUENCY	YARDS PER MONTH	MONTHLY RATE
1	1	13	54.25
1	2	26	87.30
1	3	39	120.35
1	4	52	153.40
1	5	65	186.50
1	6	78	219.50
1	7	91	271.75
2	1	26	110.20
2	2	52	174.00
2	3	78	238.95
2	4	104	306.80
2	5	130	355.55
2	6	156	404.35
2	7	182	475.60
3	1	39	161.25
3	2	78	255.20
3	3	117	349.15
3	4	156	405.15
3	5	195	523.75
3	6	234	630.45
3	7	273	777.80
4	1	52	197.20
4	2	104	321.30
4	3	156	445.75
4	4	208	522.00
4	5	260	673.95
4	6	312	759.20
4	7	364	999.90
5	1	65	234.30
5	2	130	388.60
5	3	195	543.15
5	4	260	667.00
5	5	325	801.00
5	6	390	966.85
5	7	455	1186.10
6	1	78	271.15
6	2	156	455.90
6	3	234	640.60
6	4	312	737.20
6	5	390	892.60
6	6	468	1086.35
6	7	546	1336.00

**AMENDMENT TO AGREEMENT  
FOR COLLECTION OF  
RUBBISH AND TRASH  
IN THE CITY OF NATIONAL CITY**

This Amendment to Agreement is made and entered into this 9th day of November, 1993, by and between the City of National City, hereinafter referred to as "CITY," and Edco Disposal Corporation, hereinafter referred to as "CONTRACTOR."

**R E C I T A L S**

A. On September 25, 1990, CITY and CONTRACTOR entered into an agreement entitled "Agreement for Collection of Rubbish and Trash in the City of National City by and between the City of National City and Edco Disposal Corporation for Services Rendered."

B. Said agreement was amended on June 22, 1993 pursuant to Resolution No. 93-86.

C. CITY and CONTRACTOR now desire to amend Section 1 of said agreement, concerning the term of the agreement.

NOW, THEREFORE, the parties hereto mutually agree to amend Section 1 of the Agreement for Collection of Rubbish and Trash in the City of National City by and between the City of National City and Edco Disposal Corporation for Services Rendered, as follows:

TERM. The term of this agreement shall commence November 10, 1993 and end on June 30, 1999.

Except as otherwise provided herein, all of the provisions of the Agreement for Collection of Rubbish and Trash in the City of National City by and between the City of National City and Edco Disposal Corporation for Services Rendered, dated September 25, 1990, and as amended on June 22, 1993, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands on the date first above stated.

George H. Waters  
George H. Waters, Mayor

APPROVED AS TO FORM:

George H. Eiser, III  
George H. Eiser, III  
City Attorney

EDCO DISPOSAL CORPORATION

By: Edward Burr

By: \_\_\_\_\_

AMENDMENT TO AGREEMENT  
FOR COLLECTION OF  
RUBBISH AND TRASH  
IN THE CITY OF NATIONAL CITY

This Amendment to Agreement is made and entered into this 16th day of September 1997, by and between the City of National City, hereinafter referred to as "CITY", and Edco Disposal Corporation, hereinafter referred to as "CONTRACTOR".

R E C I T A L S

- A. On September 25, 1990, CITY and CONTRACTOR entered into an agreement entitled "Agreement for Collection of Rubbish and Trash in the City of National City by and between the City of National City and Edco Disposal Corporation for Services Rendered".
- B. Said agreement was amended on June 22, 1993 pursuant to Resolution No. 93-86.
- C. Said agreement was amended on November 9, 1993 pursuant to Resolution No. 93-176.
- D. CITY and CONTRACTOR now desire to amend Section I of said agreement, concerning the term of the agreement.

NOW, THEREFORE, the parties hereto mutually agree to amend Section I of the Agreement for Collection of Rubbish and Trash in the City of National City by and between the City of National City and Edco Disposal Corporation for Services Rendered, as follows:

TERM. The term of this Agreement shall be amended to commence October 1, 1997 and expire June 30, 2003, provided however, that commencing July 1, 1998 and every year thereafter, automatic one year extensions shall be applied to said Agreement so that the term of the Agreement shall remain between five (5) and six (6) years.


Should either party desire that said automatic one year renewal and extension provision be terminated, such party may give the other written notice of such termination not less than thirty (30) days prior to July 1 of any year of the Agreement. Such notice will terminate the automatic one year renewal and extension provision, and the Agreement shall remain in effect for the balance of the term then outstanding.

This amendment is to remain in force so long as the Company is owned by Ed Burr. If the Company is sold, the contract will revert to a fixed term contract with the fixed term being from

the date of sale to the next anniversary date (1 July) plus one year.

Except as otherwise provided herein, all of the provisions of the Agreement for Collection of Rubbish and Trash in the City of National City by and between the City of National City and Edco Disposal Corporation for Services Rendered, dated September 25, 1990, and as amended on June 22, 1993, and on November 9, 1993, shall remain in full force and effect.


IN WITNESS WHEREOF, the parties hereto have hereunto set their hands on the date first above stated.

  
George H. Waters, Mayor

APPROVED AS TO FORM:

  
George H. Eiser, III  
City Attorney

EDCO DISPOSAL CORPORATION

By: 

By: 



**City of National City  
Office of the City Attorney**

1243 National City Boulevard, National City, CA 91950  
George H. Eiser, III - City Attorney  
(619) 336-4220 FAX (619) 336-4327 TDD (619) 336-1615

March 11, 1998

Steve South  
COO and Vice President  
Edco Disposal Corporation  
6670 Federal Boulevard  
Lemon Grove, CA 91945

RE: Amendment to Agreement Between Edco Disposal Corporation and the City of National City

Dear Steve:

Per your request, I have prepared this letter to clarify the intent of the City Council of National City in approving an amendment to Edco's rubbish and trash collection agreement with the City on September 16, 1997. Pursuant to the amendment, the provisions pertaining to the term of the agreement were revised, with the amended term being in effect only so long as Edco is owned by Ed Burr. The amendment further provides that if Edco is sold, the agreement will revert to a fixed term, with the term ending one year from the date of sale. In approving the amendment, the City Council acknowledged that an intra-familial sale of stock or something similar did not constitute a "sale".

Please do not hesitate to contact me if I can be of further assistance in this matter.

Very Truly Yours,

George H. Eiser, III  
City Attorney

GHE/gmo

cc: Director of Public Works

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