

MEMORANDUM OF UNDERSTANDING

LOW INCOME REBATE PROGRAM FOR SOLID WASTE SERVICES

This Memorandum of Understanding (“MOU”) is made and entered into as of May 11, 2023 by and between the Cambria Community Services District, a political subdivision of the State of California (hereinafter “CCSD” or “District”) and Mission Country Disposal, a California corporation (hereinafter “Franchisee”).

RECITALS

This MOU is entered into with reference to the following:

1. Franchisee provides solid waste services to Cambria pursuant to the Second Amendment to the Franchise Agreement for Integrated Solid Waste Management Services dated May 20, 2022 (“Franchise Agreement”).
2. The CCSD currently has a Low Income Wastewater Utility Reduction Program under which CCSD Customers that participate in the California Alternate Rates for Energy Program (CARE) program through PG&E are eligible for the CCSD's low income wastewater utility reduction program, which allows for a 40% reduction in wastewater charges.
3. The parties desire to create and implement a solid waste rebate program for low-income residents who have qualified for and participate in the District's Low Income Wastewater Utility Reduction Program.
4. In order to protect the privacy of the customers who participate in that program, Franchisee and District have agreed to implement a Solid Waste Rebate Program under the procedures set forth in this MOU.
5. The costs related to the Solid Waste Rebate Program will be paid by CCSD through franchise fees otherwise due to CCSD from Franchisee under the Franchise Agreement.

NOW, THEREFORE, in consideration of the mutual promises herein contained, it is hereby agreed by and between the CCSD and Franchisee as follows:

1. CCSD will provide solid waste service customers who qualify for and participate in the District's Low Income Wastewater Utility Reduction Program with a “Cambria CSD Solid Waste Rebate” application form (“Application Form”). The Application Form will include an authorization from the customer for the CCSD to send the customer's information to Franchisee in order for Franchisee to provide for a rebate of 40% of the 32-gallon cart service rate. Franchisee shall verify that customers who have applied for the Cambria CSD Solid Waste Rebate are the customers who are actually paying the solid waste collection invoice.

2. Franchisee’s invoices to customers participating in the Cambria CSD Solid Waste Rebate Program will continue to show the line item with the regular rate; however, the bill shall include a separate line item showing the “Cambria CSD Solid Waste Rebate.”

3. Franchisee will account for the costs of the rebate program and deduct those amounts from the franchise fees that are otherwise due to the CCSD, and will provide CCSD with an annual accounting of the rebate program.

4. Nothing herein is intended to modify any of the terms and provisions in the Franchise Agreement, and such terms and provisions shall continue to be in full force and effect.

5. This MOU may be amended by the mutual consent of the parties hereto if such amendment is in written form and executed by the parties.

6. This MOU supersedes any and all other agreements, either oral or in writing, between and of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this MOU shall be valid or binding.

IN WITNESS WHEREOF, CCSD and Franchisee have executed this Memorandum of Understanding as of the day and year first above written.

CAMBRIA COMMUNITY SERVICES DISTRICT

MISSION COUNTRY DISPOSAL:

DocuSigned by:
Karen Dean
By: _____
Karen Dean
Board President

DocuSigned by:
Jeff Clarin
By: _____
Name: Jeff Clarin
Title: District Manager

Attest:
DocuSigned by:
Haley Dodson

Haley Dodson, Administrative Analyst

Approved as to Form:
DocuSigned by:
Timothy Carmel

Timothy J. Carmel, District Counsel