

**CITY OF SEBASTOPOL CITY COUNCIL
AGENDA ITEM REPORT FOR MEETING OF: June 4, 2024**

=====

To: Honorable Mayor and City Councilmembers
From: Don Schwarz, City Manager
Mary Gourley, Assistant City Manager/ City Clerk
Subject: Approve release of Request for Proposals (RFP) for Garbage, Recyclable Materials, and Organic Waste Collection Services

=====

RECOMMENDATION:

Approve immediate release of the Request for Proposals (RFP) and associated Draft Solid Waste Collection Agreement (Draft Agreement) for Garbage, Recyclable Materials, and Organic Waste collection services.

EXECUTIVE SUMMARY:

On February 20, 2024, the Council directed City staff to pursue a competitive RFP process for solid waste collection services provided in the City, selecting R3 Consulting Group (R3) to conduct the procurement process. Selected components of the draft RFP document were shared with Council during the April 2, 2024, Council meeting, including draft procurement schedule and draft RFP evaluation criteria. The Council provided suggested changes to the points attribution in the proposed RFP criteria, which R3 has incorporated into the RFP document. R3 and City staff have now completed the first phase of this effort by preparing the RFP document and associated Draft Agreement. It is recommended that the Council authorize immediate release of the RFP so that the competitive procurement process can remain on schedule.

BACKGROUND AND DISCUSSION:

The City’s current exclusive solid waste collection agreement began on January 1, 2009. On September 19, 2017, the Council approved transferring the agreement to Recology Sonoma Marin (Recology). Originally a fifteen (15) year term, the agreement was extended by one year, expiring on December 31, 2024. This extension was enacted to allow the Council to establish an ad-hoc committee (committee) whose purpose was to review a proposal from Recology to extend garbage collection and recycling services and to negotiate terms and service rates for the City. Ultimately, Recology and the committee were unable to reach agreement on mutually acceptable rates and services that could be recommended to the City Council and community.

In February, Council directed City staff to pursue a competitive RFP process for solid waste collection services that would be effective upon termination of the current agreement. R3 was contracted to conduct a competitive procurement process to solicit proposals for comprehensive and cost-effective solid waste collection services. To accommodate this process, Recology and the City have extended the current agreement to June 30, 2025. As noted above, the City Council reviewed the draft procurement schedule and draft RFP evaluation criteria, made suggestions and those have been incorporated into the RFP document.

Competitive Procurement Via RFP

The primary objective of the RFP process is to provide the City’s residents and businesses with the appropriate level of service, at the highest quality, and at the best rates. Achieving this requires identifying the best blend of proposer capabilities, services, and costs. R3 has conducted numerous procurements and follows a well-tested methodology that is structured and orderly. This approach, coupled with explicit specifications in the RFP, will establish a solid waste collection system that is effective, efficient, environmentally friendly, consistent, and safe.

To facilitate this objective, the RFP provides detailed information enabling proposers to craft responses and propose compensation and rates that are fair and reasonable. The RFP process includes the following elements:

- A mandatory pre-proposal process and meeting with potential proposers.
- Drafting responses to RFP inquiries and issuing addenda as needed.
- Evaluating proposals and conducting interviews of top-ranked proposers.
- Negotiating terms and conditions of final agreement with the highest ranked proposer.
- Presentation of recommendations to the City Council.

Timeline of Key Dates

The table below shows the timeline of next steps for the RFP process.

Date	Activity
June 5, 2024	Issue RFP and Draft Agreement
June 19, 2024, 2 p.m.	Pre-Proposal Conference & Submit Form A
June 27, 2024, 4 p.m.	Final Day to Submit Questions
July 8, 2024	Responses to Questions emailed to vendors that have requested the RFP documents
July 31, 2024, 4 p.m.	RFP Due Date
August 14, 2024	Initial Evaluations Completed
August 14-21, 2024	Interviews
August 28, 2024	Final Evaluations Completed
September 4, 2024	Contract Negotiations Completed
September 17, 2024	Anticipated Award Recommendations
July 1, 2025	Service Begins

Proposal Evaluation

An evaluation panel comprised of City staff (with technical review assistance provided by R3) will evaluate proposals, conduct interviews, and score and rank the proposals via a consensus-based scoring process and in accordance with the evaluation criteria. City staff will return with an agenda item for Council consideration of proposed members of the evaluation panel. After completion of the proposal evaluation and interview process, City staff and R3 will return to City Council with a recommendation for selection of the proposer deemed to be capable of delivering the best value for the City. Then, staff and R3 will proceed to negotiate the final contract terms and conditions with the selected proposer and will bring a final agreement to the Council for approval. The updated evaluation criteria, which reflect the Council’s feedback provided in April, is included as Attachment 8 to the RFP.

New Agreement

Following Council’s action approving R3 to lead the RFP procurement effort, R3 (with support from City staff) conducted a review of existing services and potential additional service provisions. R3 prepared a new Draft

Agreement for the City as part of this process. It is a revised form of agreement, incorporating current best practices in the solid waste industry. The Draft Agreement was designed to preserve and maintain existing services provided to the City's residents and businesses while also offering updated terms and conditions and additional enhancements beyond the current provisions, where appropriate. The Draft Agreement addresses regulatory requirements such as AB 1826 and SB 1383 and serves to modernize the City's overall solid waste agreement framework.

Key provisions of the Draft Agreement include, but are not limited to, the following:

- 15-year base term beginning on July 1, 2025, and up to two extensions of five years each.
- Bundled rates setting a minimum recycling and organics services for all customers.
- Formalizing, and updating where necessary, the following SB 1383 services:
 - Education and outreach programs and services.
 - Detailed tracking and compliance reporting.
 - Contamination monitoring and route audits.
 - Container colors and labeling to meet the requirements of SB 1383 (grey for garbage, blue for recycling, green for organics).
 - Mulch or compost delivery to support recovered organic waste product procurement requirements.
- New or expanded services including:
 - Holiday Tree pickup service.
 - Move-in/move-out residential collection service for flattened cardboard boxes and packaging foam.
 - Collection Containers cleaned on an as-needed basis.
 - On-premises services for individuals with disabilities.
 - Low-income discount for customers who meet established criteria.
 - Potential to receive Bulky Waste collection service.
 - Abandoned waste pickup upon request.
 - Expanded industrial service offerings (e.g., C&D bins, additional bin sizes offered).
 - Up to ten City-sponsored events collections annually.
 - Support for SB 54 compliance-related activities.
 - City-directed review of contractor performance.
 - Use of low-carbon LNG, CNG, hydrogen or electric vehicles
- Additional services, which will be available in the potential future event that the following services are no longer provided by the Sonoma County Waste Management Agency:
 - Compost give-away events.
 - Support for edible food recovery program.
 - Household Hazardous Waste and Extended Producer Responsibility drop-off events.
 - Formalized Comprehensive waiver program for SB1383 Compliance.

COMMUNITY OUTREACH:

This item has been noticed in accordance with the Ralph M. Brown Act and was available for public viewing and review at least 72 hours prior to schedule meeting date. The City has also used social media to promote and advertise the City Council Meeting Agenda Items.

FISCAL IMPACT:

The Council approved up to \$200,000 in consulting and staff fees all of which will be fully reimbursed to the City by the selected proposer within 30-days of contract execution.

OPTIONS:

1. That the City Council consider and approve the proposed RFP for immediate release (recommended); or
2. City Council not approve and provide other direction to Staff (not recommended due to limited timeframe for completion of the RFP process and enter into agreement).

ATTACHMENTS: RFP Document with Attachments including Draft Agreement.

APPROVALS:

Department Head Approval: Approval Date: 5-28-2024

CEQA Determination (Planning): Approval Date: 5-28-2024

The proposed action is not a project under the California Environmental Quality Act (CEQA)

Administrative Services (Financial) Approval Date: 5-28-2024

Costs authorized in City Approved Budget: ✓ **Yes** No N/A

Account Code (f applicable) 100-1101-4210

City Attorney Approval: Approval Date: 5-28-2024

City Manager Approval: Approval Date: 5-28-2024



Request for Proposals

Request for Proposals for Services Related to the City of Sebastopol's Solid Waste Collection Agreement

Release Date:

June 5, 2024

Deadline for Submittal:

July 31, 2024

4 p.m. PT

Contact: Mary Gourley, Assistant City Manager / City Clerk

Email: mgourley@cityofsebastopol.gov

Phone Number: (707) 823-1153

City of Sebastopol
City Manager's Office

TABLE OF CONTENTS

SECTION 1.0	BACKGROUND AND GENERAL INFORMATION
SECTION 2.0	INSTRUCTIONS TO PROPOSER/RULES GOVERNING RFP
SECTION 3.0	PROPOSAL CONTENT AND FORMAT
SECTION 4.0	COLLECTION SCOPE OF SERVICES
SECTION 5.0	REQUIRED FORMS

ATTACHMENTS

Attachment 1 – Draft Solid Waste Collection Agreement

Attachment 2 – Waste Delivery Agreement with Republic Services, Including Recology’s Agreement to be Bound by City’s Waste Delivery Commitment and the Omnibus Amendment

Attachment 3 – Joint Exercise of Powers Agreement for the Sonoma County Waste Management Agency, Including Amendments and the 2017 Restatement

Attachment 4 – Memorandum of Understanding with the Sonoma County Waste Management Agency Regarding Implementation of SB 1383

Attachment 5 – Current Solid Waste Subscription Data for the City of Sebastopol

Attachment 6 – City of Sebastopol Living Wage Requirement

Attachment 7 – City of Sebastopol Current Pay Rates, Ranges & Stipend

Attachment 8 – Evaluation Criteria

Attachment 9 – Existing Collection Services Agreement Between the City of Sebastopol and Recology Sonoma Marin

Attachment 10 – Existing Rate Sheet for City of Sebastopol Solid Waste Services

SECTION 1.0 BACKGROUND AND GENERAL INFORMATION

1.1 INTRODUCTION

The City of Sebastopol (City) is requesting proposals (Proposals) from qualified firms (Proposers) to provide Garbage, Recyclable Materials, and Organic Waste¹ collection services (Collection Services). This Request for Proposals (RFP) describes the required scope of services, the contractor selection process, and the minimum information that must be included in the proposals. The Draft Solid Waste Collection Agreement (Collection Agreement) is included as Attachment 1 to this RFP.

Post-collection transfer, processing, recycling, and disposal services are not included in this RFP. The City is party to two agreements that dictate post-collection for portions of the City's waste streams: (1) a Waste Delivery Agreement with Republic Services (WDA), included here as Attachment 2, and (2) a Joint Exercise of Powers Agreement for the Sonoma County Waste Management Agency, as amended (JPA Agreement), included here as Attachment 3.

The WDA stipulates that all of Sebastopol's Garbage must be transported to designated County disposal facilities. The Waste Delivery Agreement does not apply to the City's source-separated Recyclable Materials; source-separated green waste; source-separated wood waste; source-separated residential food waste; construction and demolition waste; or self-haul waste. It does apply to the City's commercial food waste. As laid out in the Draft Collection Agreement, the contractor that is selected within this RFP process shall be responsible for transporting any collected source-separated Recyclable Materials; source-separated green waste; source-separated wood waste; and construction and demolition waste to any facility, provided that the facility is first approved by the City.

The JPA Agreement, entered into with the Sonoma County Waste Management Agency (Zero Waste Sonoma), stipulates that all of Sebastopol's residential organic waste must be transported to designated County facilities.

The City intends to award one (1) exclusive Collection Agreement for the provision of residential, commercial, industrial, and municipal Collection Services. There is no guarantee that the City will make a contract award.

Failure to submit information in accordance with the RFP requirements and procedures may be cause for disqualification. The anticipated term of the resultant contracts will be fifteen (15) years with an option to renew for up to two (2) additional five (5) year terms by means of a mutual agreement with the City.

Proposers are required to read and understand all information contained within this entire Proposal package. By responding to this RFP, Proposers agree to read and understand these documents thoroughly.

¹ Garbage, Recyclable Materials, and Organic Waste are as defined in Attachment 1 – Collection Agreement.

About the City of Sebastopol

The City of Sebastopol is a General Law City, formed in the 1850s, with a population of approximately 7,500 residents and serves a trade area population in excess of 50,000 people. It is located in the northernmost part of the San Francisco Bay Area within Sonoma County. It sits just west of the region’s largest City, Santa Rosa, within a forested corridor of small incorporated and unincorporated towns that line Highway 116. Sebastopol is located in a thriving agricultural region; the area once primarily produced apples and plums, but today wine grapes are the predominant agricultural crop. Additional information about the City can be obtained from the City of Sebastopol website: <https://www.cityofsebastopol.gov/>

1.2 ACTION DATES

The following is an outline of the anticipated schedule for the Proposal review and contract award. All dates and activities are subject to change.

RFP SCHEDULE

Date	Activity
June 5, 2024	Issue RFP and Collection Agreement
June 19, 2024, 2 p.m. PT	Pre-Proposal Conference & Submit Form A
June 27, 2024, 4 p.m. PT	Final Day to Submit Questions
July 8, 2024	Responses to Questions emailed to vendors that have requested the RFP documents
July 31, 2024, 4 p.m. PT	RFP Due Date
August 14, 2024	Initial Evaluations Completed
August 14-21, 2024	Interviews
August 28, 2024	Final Evaluations Completed
September 4, 2024	Contract Negotiations Completed
September 17, 2024	Anticipated Award Recommendations
July 1, 2025	Service Begins

PRE-PROPOSAL CONFERENCE

A mandatory pre-Proposal video conference will be held online on June 19, 2024, from 2 p.m. to 4 p.m. Pacific Time (PT) via Zoom at:

<https://us02web.zoom.us/j/89530920008?pwd=NmpPajlwN3I5Y05mcm9BYUdHOFF3dz09>

Any Proposer interested in providing a Proposal must have an authorized person present and accounted for on the video conference.

Questions Concerning Request for Proposals

All questions must be submitted via email to mgourley@cityofsebastopol.gov by 4 p.m.

PT on June 27, 2024. Answers to questions received, as well as any addenda that may be issued by the City, will be emailed to prospective Proposers no later than July 8, 2024.

Any party submitting a Proposal shall not contact or lobby any City Council member, City official, employee (except those specified for contact), or agent regarding the RFP. Any party attempting to influence or circumvent the RFP, bid submittal, and review process may have their Proposal rejected for violating this provision of the RFP.

Interested parties may obtain copies of the above-mentioned Proposal by emailing mgourley@cityofsebastopol.gov. Once the Proposer has requested a copy of the RFP, that Proposer's name will appear on the Prospective Bidders list for the RFP, and they will receive any addenda or notifications relating to the RFP.

Submission of Proposals

The Proposal and any required certifications must be signed by an individual or individuals authorized to execute legal documents on behalf of the Proposer. Electronic Proposals shall be submitted via email to mgourley@cityofsebastopol.gov. All required sections of the Proposal must be submitted via email. If the total file size of the submittal exceeds 120 MB, Proposers should upload files to a file-sharing site of their choosing and send the location of the files in their RFP submission email to the City. Proposers will receive an email confirmation indicating that their bid was submitted successfully. Proposers are solely responsible for submission of their electronic Proposal by the stated Proposal Submittal Deadline. No Proposals received after the deadline shall be accepted and no exceptions shall be made. The time and date at which the Proposal is received by the City will be the governing time for acceptance of Proposals. No oral, telegraphic, facsimile, or telephone Proposals or modifications will be considered.

Proposals must be received no later than 4 p.m., local time (PT), on July 31, 2024.

Cancellation of RFP

The City reserves the right to cancel this solicitation at any time.

1.3 BACKGROUND / DESCRIPTION

On December 16, 2008, Sebastopol's City Council adopted Resolution 5723 and entered into a collection agreement with Redwood Empire Disposal, also known as "The Ratto Group". This agreement, which went into effect on January 1, 2009, covered solid waste, recyclable materials, and compostable materials collection, as well as street sweeping services. Subsequently, on September 19, 2017, the Council approved the assignment of the agreement from Redwood Empire Disposal to Recology Sonoma Marin (Recology). The original collection agreement initially had a fifteen (15) year term. This was later extended by one year and was set to expire on December 31, 2024.

On February 20, 2024, Council directed staff to issue this RFP for Collection Services. Recology and the City subsequently approved an extension of the current collection agreement through June 30, 2025.

The City is also subject to an MOU with Zero Waste Sonoma Regarding the Implementation of SB 1383 Regulations, which is dated 2021 and enclosed as

Attachment 4.

In accordance with State laws and industry best practices, the City seeks to procure a new Collection Agreement with updated terms and conditions and some additional services beyond the current service levels.

CITY SERVICE LEVELS

Altogether, approximate Garbage subscription levels in the City as of late 2023 were:

- 683 20-gallon Garbage Carts.
- 1,178 32-gallon Garbage Carts.
- 419 64-gallon Garbage Carts.
- 120 96-gallon Garbage Carts.
- 713 Weekly cubic yards of Garbage service in Bins².

See Attachment 5 for details on the number of subscriptions by type. The City makes no guarantee of the information included in Attachment 5.

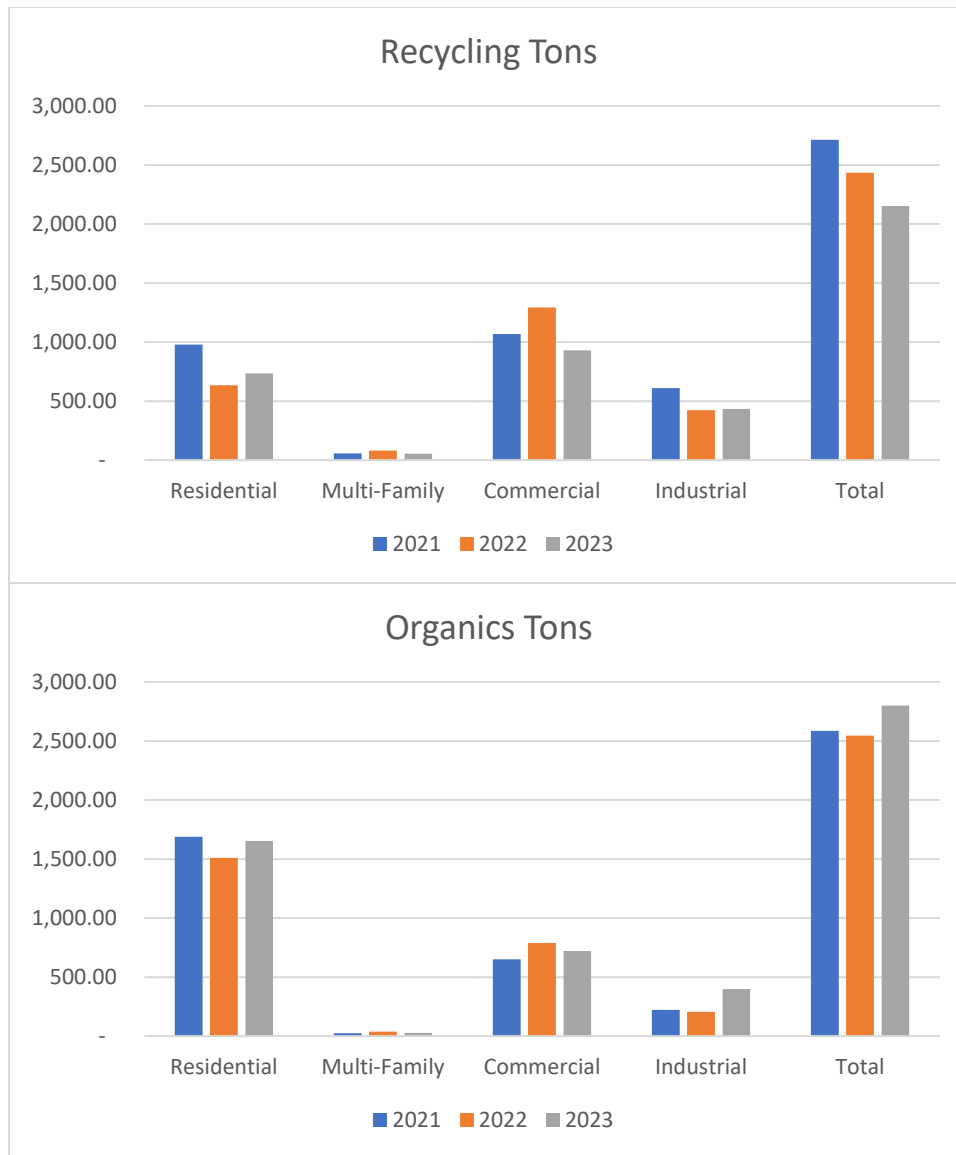
According to the 2022 Electronic Annual Report (EAR) submitted by the City to CalRecycle, there are also 129 commercial Service Recipients that have received organics de minimis waivers that technically have 2-Bin collection services. The current contractor also provides collection services for 13 City facilities, with Garbage, Recyclable Material, and mixed Organic Waste collection at most of those locations.

CITY TONNAGE REPORTS

The charts below reflect tonnages for Garbage, Recyclable Material, and Organic Waste for the years 2021-2023. The City makes no guarantee of the accuracy of the information shown.



² Cart and Bin are as defined in Attachment 1 – Collection Agreement.



CITY SERVICES SUMMARY

The following services are offered to City residents and businesses under the current collection agreement.

Single-Family Dwelling Residents:

- Three-Cart service, which includes food scraps.

Multi-Family Dwelling Residents:

- Three-Cart/-Bin service, which includes food scraps.

Commercial:

- Three-Cart/-Bin service, which includes food scraps.

All Residents and Businesses:

- Curbside Used Motor Oil Collection upon request.
- Holiday Tree Drop-Off Service at a location within the City limits.
- Household Alkaline Battery Drop-Off Service at locations within the City limits.
- Bulky Item Collection on a for-fee basis.

Additional services are provided to residents for free through Zero Waste Sonoma. These services include Household Hazardous Waste (HHW) collection events, Electronic Waste collection events, resources for pharmaceutical and sharps take-back programs and drop-off locations, the California Paint Care Program for paint recycling, the ReFuel your Fun program for refillable propane gas cylinders, and compost giveaway events.

SECTION 2.0 INSTRUCTIONS TO PROPOSERS / RULES GOVERNING RFP

2.1 PROCUREMENT GOALS

The City's intent with this RFP is to continue to provide the community with the appropriate level of service, of the highest quality, and at the best Service Rates (Section 5, Form K). The specifications contained within this RFP are designed to establish an effective, efficient, environmentally clean, uniform, and safe system of solid waste collection. To this end, this RFP includes information to allow Proposers to properly prepare their responses and compute fair and reasonable compensation and rate Proposals. While the City has endeavored to be as accurate as possible, the City makes no guarantee of the accuracy of information included in this RFP.

IT IS THE SOLE RESPONSIBILITY OF PROPOSERS TO GATHER AND ATTAIN ANY AND ALL RELEVANT INFORMATION NEEDED TO PROVIDE COMPLETE, VALID, AND ACCURATE PROPOSALS, INCLUDING BUT NOT LIMITED TO RATE PROPOSALS.

Except where this RFP provides new and/or enhanced services greater than are provided in the City today, the City further intends for all current solid waste services to continue without interruption, irrespective of whether those services are specifically identified in this RFP or in the Collection Agreement provided as Attachment 1.

IT IS THE SOLE RESPONSIBILITY OF PROPOSERS TO CONDUCT THEIR INDEPENDENT DUE DILLIGENCE IN IDENTIFYING, UNDERSTANDING, AND COMMITTING TO PROVIDE ALL CURRENT SOLID WASTE SERVICES WITHOUT INTERRUPTION IF AWARDED A CONTRACT.

The City further intends that all Service Rates charged to Service Recipients be fair and reasonable. Proposers are requested to provide rate proposals that would keep Service Rates flat compared to current Service Rates, if feasible, and otherwise minimize, to the greatest extent possible, changes in the Service Rates paid by Service Recipients in the City.

Examination of the Request for Proposals

Proposers must carefully examine the entire RFP, any addenda thereto, and all related materials and data referenced herein or otherwise available to Proposer. Proposers shall be presumed to be familiar with all specifications and requirements of this RFP. The failure or omission to examine any form, instrument, or document shall in no way relieve Proposers from any obligation with respect to this Proposal.

Addenda

The City will issue written addenda to make changes, additions, or deletions to this solicitation. Oral communications regarding this RFP will NOT be valid or binding, nor excuse prospective Proposers of any obligations hereunder, unless set forth in writing by the City. Addenda will be sent to all Proposers that have emailed the City to request a copy of the RFP materials. Proposers may email mgourley@cityofsebastopol.gov to

become a prospective bidder. It is the responsibility of each Proposer to ensure that they are a prospective bidder to receive and acknowledge all addenda.

2.2 GENERAL GUIDELINES

This RFP does not commit the City to award a contract, to defray any costs incurred in the preparation of a Proposal pursuant to this RFP, or to procure or contract for work. The City may reject any or all Proposal(s) without providing reason(s) underlying the declination. A failure to award a contract to the Proposer with the lowest cost Proposal shall not constitute a valid cause of action against the City. The City shall not be responsible for work done, even in good faith, prior to final approval of the proposed contract. The City may investigate the qualifications of any Proposer under consideration, require confirmation of information furnished by the Proposer, and require additional evidence or qualifications to perform the Services described in this RFP.

The City reserves the right to:

- Reject any or all Proposals.
- Issue subsequent Requests for Proposal.
- Postpone opening for its own convenience.
- Remedy technical errors in the Request for Proposal process.
- Negotiate with any, all, or none of the Proposers.
- Solicit best and final offers from all or some of the Proposers.
- Accept other than the lowest proposed fees.
- Waive informalities and irregularities in Proposals.

Public Records

All Proposals submitted in response to this RFP become the property of the City and are subject to the California Public Records Act. By submitting a Proposal, Proposers acknowledge and accept that the contents of the Proposal and associated documents will be subject to public inspection and review.

Trade secrets may be marked as “confidential” only to the extent they meet the requirements of California Government Code section 6254.7. If a Proposer submits an entire Proposal marked “confidential”, it will be considered non-responsive. Each Proposer should be aware that although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the City may not be able to establish that the information, which a Proposer submits, is a trade secret. If a request is made for information marked “confidential”, the City will provide the Proposer who submitted such information with reasonable notice to allow the Proposer to independently seek protection from disclosure by a court of competent jurisdiction.

Insurance Requirements

The City requires contractors doing business with them to obtain insurance, as shown in the Draft Solid Waste Collection Agreement (Attachment 1). The required insurance certificates must comply with all requirements of the standards as shown and must be provided within fifteen (15) days of issuance of the Notice of Intent to Award and prior to

the commencement of any work.

Business Licenses

The successful Proposer and all subcontractors used in the work will be required to hold or to obtain a City business license, for which the fees will not be waived.

Compliance with State Laws

The Proposer and all subcontractors shall submit Proposals that are fully compliant with applicable laws within the State of California, including, but not limited to, the requirements of SB 1383, AB 1594, AB 1826, AB 341, SB 54, and any other existing applicable regulations.

Compliance with City Ordinances

Proposers and all subcontractors shall comply with the City of Sebastopol's Living Wage Requirement (Sebastopol Municipal Code, Chapter 2.72), which is incorporated into the Contract Documents by this reference. Additionally, the Proposer and all subcontractors shall comply with Chapter 13.16 of the City of Sebastopol Municipal Code, which deals with the Collection and Disposal of Garbage (Chapter 13.16).

City Living Wage Requirement

The City of Sebastopol's Living Wage Requirement for Specified City-Funded Contracts and City Employees (Attachment 6) requires that employees of City service contractors earn an hourly wage that is sufficient to enable one working parent with one dependent to live with dignity and economic self-sufficiency. It also requires that City service contractors provide their employees with at least 22 days off per year for sick leave, vacation, or personal necessity. The City's current pay rates, including the current living wage rate, are enclosed in Attachment 7 of this document.

Collusion

By submitting a Proposal, each Proposer represents and warrants that its Proposal is genuine and not false or collusive or made in the interest of, or on behalf of, any person not named therein; that the Proposer has not directly or indirectly induced or solicited any other person to submit a false Proposal, or any other person to refrain from submitting a Proposal; and that the Proposer has not, in any manner, sought collusion to secure any improper advantage over any other person submitting a Proposal.

Withdrawal of Proposals

A Proposer may withdraw their Proposal before the expiration of the time for submission of Proposals by delivering to Mary Gourley (mgourley@cityofsebastopol.gov) a written request for withdrawal signed by, or on behalf of, the Proposer. This request must be received by the City prior to the expiration of the time for submission of Proposals.

Ownership of Documents

All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials produced for the Collection Agreement shall be the sole and exclusive property of the City. No such materials or properties produced in whole or in part for the Collection Agreement shall be subject to private use, copyrights, or patent rights by Proposer in the United States or in any other country without the express written consent of the City. The City shall have unrestricted authority to publish,

disclose (except as may be limited by the provisions of the Public Records Act), distribute, and otherwise use, copyright, or patent, in whole or in part, any such reports, studies, data, statistics, forms, or other materials or properties produced for this RFP.

2.3 PROPOSAL RESPONSE

Proposers must submit their Proposals and all required information and forms by the submittal deadline. Proposals failing to provide complete information may be deemed non-responsive. Proposers must keep their own copies of their submittals for future reference. Before submitting a response, each Proposer shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the Collection Agreement and to verify any representations made by the City. If Proposer receives an award because of its Proposal submission, failure to have made such investigations and examinations will in no way relieve the Proposer from its obligation to comply in every detail with all provisions and requirements of Collection Agreement, nor will ignorance of such conditions and requirements be accepted as a basis or justification for any claim whatsoever by the Proposer.

Modification of Proposals

Any Proposer who wishes to make modifications to a Proposal already received by the City before the Submittal Deadline must withdraw their Proposal to make the modifications. All modifications must be made via email, properly by the Proposer's authorized representative, executed, and submitted in accordance with the terms and conditions of this solicitation. It is the responsibility of a Proposer to ensure that modified Proposals are resubmitted before the Submittal Deadline. Proposers may withdraw their Proposals at any time prior to the due date and time by submitting notification of withdrawal signed by Proposer's authorized agent. Proposals cannot be changed or modified after the date and time designated for receipt.

Proposal Validity

Proposals submitted hereunder shall remain valid for two hundred ten (210) calendar days from the Submittal Deadline unless otherwise qualified.

Costs Incurred in Responding

The City will not pay or reimburse any costs incurred in Proposal preparation, presentation, demonstration, or negotiation, nor does it commit to procure or contract for any services. All costs of Proposal preparation shall be borne by Proposers. It is understood that all Proposals, inquiries, and correspondence relating to this RFP, as well as all related reports, charts, displays, schedules, exhibits, and other documentation, will become the property of the City when received by the City and may be considered public information under applicable law. The City assumes no liability for any costs incurred by Proposers throughout the entire selection process.

2.4 COMPLIANCE WITH COLLECTION AGREEMENT

Successful Proposers will be required to enter into the written Collection Agreement (Attachment 1). Proposers must carefully review the Collection Agreement. Any comments/exceptions to this contract must be included in your Proposal. Precise substitute wording must be offered in place of any excepted language. It is not sufficient

to state merely that an exception is noted to a particular paragraph. Deviations considered excessive by the City may reduce or eliminate a Proposer, and the City is under no obligation to agree to any exceptions whatsoever. Proposed Service Rates must be as per the Collection Agreement without agreement to any exceptions.

Commitments, Warranty, and Representations

The Proposal submitted in response to this RFP will be included as part of the final Collection Agreement. Proposers are cautioned that if a contract is awarded resulting from this procurement process, any written commitment by a Proposer within the scope of this procurement shall be binding upon Proposers, whether or not incorporated into a contract document. Failure of the Proposer to fulfill any such commitment shall render such Proposer liable for liquidated or other damages due the City under the terms of the Contract. For the purpose of this procurement, a commitment by a Proposer includes:

- Any modification of, or affirmation or representation as to the above, which is made by a Proposer in or during the course of negotiation.
- Any representation by a Proposer in a Proposal, supporting document, or negotiations subsequent thereto as to services to be performed, regardless of the fact that the duration of such commitment may exceed the duration of the contract.

2.5 CASHIER'S CHECK

Proposers are required to submit one cashier's check in the amount of twenty-five thousand dollars (\$25,000) to guarantee Proposers' obligation to negotiate in good faith and execute a Collection Agreement with the City of Sebastopol at proposed Service Rates. If Proposer(s) fail, refuse, or neglect to furnish the required cashier's check, the City may, in recognition of the difficulty of assigning a specific damage amount for the harm caused, cash the certified check as compensation for liquidated damages for Proposers' breach. The cashier's check MUST be received by the City, and marked with the words "PROPOSAL DEPOSIT" and the Proposal number, NO LATER THAN 48 hours after the Proposal due date and time (i.e., no later than August 2, 2024, at 4:00 pm PT), for the Proposer to be considered responsive. The address to which the cashier's check can be sent or delivered is:

City of Sebastopol
City Manager's Office
7120 Bodega Avenue
Sebastopol, CA 95472

Upon receipt of the cashier's check, the City will immediately deposit the check upon opening Proposals. After the Proposals are opened, checked, and duly considered, the City will issue a reimbursement check if the Proposal is not awarded.

2.6 PROPOSAL VALIDATION PASS/FAIL REVIEW

A panel of staff members from the City, as well as any other parties that the City deems necessary (Evaluation Panel), will conduct an initial "Pass/Fail" review of all Proposals submitted to check for completeness and compliance with the Proposal requirements.

Proposals that have been determined to be complete and in compliance with the Proposal requirements will undergo further evaluation. Proposals that are not complete or are not in compliance with the submittal requirements may be disqualified from further evaluation and will be returned to Proposers.

The following documents are required to be completed and submitted by Proposers:

- Proposal Cover Letter (signed)
- Executive Summary
- A cashier's check for \$25,000
- Performance Bond Commitment Letter
- Table of Contents
- General Qualifications
- Statement of Financial Qualifications
- Technical Proposal
- Forms (see list below)
- Service Exceptions/Alternatives (if applicable)
- Collection Agreement Exceptions/Alternatives (if applicable)
- Appendices (if applicable)

Forms (See Section 5 of RFP):

- Form A: Communication Protocol (DUE JUNE 19, 2024, BY 2 P.M. PT)
- Form B: Proposer's Statement of Organization
- Form C: Certification of Non-Gratuities
- Form D: Container Specifications
- Form E: Vehicle Specifications
- Form F: Non-Collusion Affidavit of Proposer
- Form G: Service Recipient Service Rate Proposal Summary and Signature
- Form H: Pass/Fail Requirements
- Form I: Notice to Proposers Regarding Insurance Requirements
- Form J: References
- Form K: Service Rates

2.7 REJECTION OF PROPOSALS

While the City intends to enter a Collection Agreement for these services, they are not bound to do so. The City reserves the right to reject any or all Proposals. The City reserves the right to reject the Proposal of any Proposer who:

- Previously failed to perform adequately for the City or any other governmental agency within the previous twelve (12) months.
- Submits false, incomplete, or unresponsive statements in a Proposal.
- Is in default on the payment of taxes, licenses, or other monies due the City.
- Submits a Proposal containing errors or discrepancies.

Errors/Defects in Proposals

If discrepancies between sections or other errors are found in a Proposal, the City may reject the Proposal; however, the City may, at its option, correct any errors or request

that Proposers correct errors. The City may waive any immaterial deviation or defect in a Proposal. The City's waiver of an immaterial deviation or defect shall in no way modify the RFP documents or excuse Proposers from full compliance with the RFP requirements, if awarded a contract.

2.8 PROPOSAL EVALUATION

Those Proposals that have passed an initial "Pass/Fail" review described below will be evaluated and scored by the Evaluation Panel based on the Evaluation Criteria listed in Attachment 8. A consensus scoring model will be used for evaluation. The results of the evaluation will dictate which respective Proposer the City selects for negotiation of final Collection Agreement. A negotiated final Collection Agreement will be presented to the City Council with a recommendation for the award of a Collection Agreement.

The Evaluation Panel may contact and evaluate Proposer's and subcontractors' references; contact any Proposer to clarify any response; contact any current users of a Proposer's services; solicit information from any available source concerning any aspect of a Proposal; and seek and review any other information deemed pertinent to the evaluation process. In determining and evaluating the best Proposal, the Service Rates will not necessarily be controlling, but quality, equity, efficiency, sustainability, utility, general terms, delivery, suitability of the service offered, and the reputation of the service in general use will also be considered, with any other relevant factors. The following subsections provide a discussion of each of the Evaluation Criteria. The full and exact list of Evaluation Criteria can be found in Attachment 8.

Service Rates & Value (30 points)

The Service Rate evaluation is intended to provide an equitable basis for comparison between Proposals and an evaluation of the effect of programs on Service Rates. Only Service Rate information as submitted by Proposers will be used in this evaluation. The Proposals will be reviewed to verify that the proposed Service Rates are consistent with the activities described in the Proposal and Proposer's Technical Plan and Collection Service Operations Plan, and, as part of the evaluation, the City may require Proposers to provide detailed assumptions made in developing their Service Rates. Proposed Service Rates, including Service Rates for optional services, will be compared by services. Note, however, that Service Rates for alternatives, as provided for in Section 3.3: Proposal Section 6, will not be included as part of the Service Recipient Rate evaluation. Please note the following:

- All Service Rates are intended to be bundled and charged based on Garbage container size, and inclusive of minimum levels of Recyclable Material and Organic Waste.
- Throughout the term of the Collection Agreement, the selected Proposer may not charge for any service not explicitly included in the final Service Rates.
- Throughout the term of the Collection Agreement, the selected Proposer will not receive any revenue that is not based on approved services as allowable to bill using the schedule of Service Rates.
- Throughout the term of the Collection Agreement, the only adjustment to

Service Rates will be as provided for via annual rate adjustments (methodology provided in Attachment 1).

Rankings for this category will be on a curve, with the most responsive Proposer providing the best Service Rates in each sector (SFD residential, MFD residential, commercial, industrial/roll-off boxes) at the best value being awarded up to the maximum 30 points, and with other Proposers scaling proportionately based on proportionate Service Rates and value.

Quality of Service & References (18 points)

The experience, past practices, and prior performance of each Proposer will be evaluated to determine the relative ability of each Proposer to implement the program elements described in this RFP and to attain the City's objectives for solid waste collection services. Qualifications and areas of experience to be considered will include, without limitation:

- Qualifications and structure of project management team, relationships between management team and corporate management, and internal controls.
- Previous experience, past practice, and prior performance providing services to jurisdictions of similar size.
- Successful prior operation of solid waste collection programs.
- Implementation and administration of complex solid waste collection systems, including equipment selection and route design.
- Successful operation of Recyclable Material and Organic Waste programs that achieved high participation levels and diversion rates.
- Demonstrated expertise in implementing and maintaining customer service programs, including the development and use of performance measures and benchmarking.
- Previous experience, past practice, and prior performance in successfully designing and implementing transition plans, relevant to this RFP.
- Experience in designing, implementing, and operating public education and information programs that promote high participation and diversion.
- Demonstrated expertise in designing and using data management systems to assure accurate data collection, analysis, and reporting.
- An evaluation of financial statements.
- A financial review of each Proposer, including a review of key financial indicators, outstanding debt and debt coverage ratios, and ability to finance capital purchases and needed start-up investments in equipment.
- Proposer's capacity and plans for responding to fluctuations in the value of Recyclable Material markets.
- References whom the Cities may contact regarding past practices and prior performance.
- Litigation history.

Sustainability (18 points)

Each Proposal will be evaluated based on its approach to providing effective collection services while meeting or exceeding diversion requirements; reducing

vehicle miles traveled, greenhouse gas emissions, and damage to City roadways; and helping the City to implement its environmental initiatives. This will include evaluation of Proposer's internal sustainability programs and practices. Proposers are specifically requested to provide detailed information regarding how their Proposals will reduce, track, monitor, and report on GHG emissions to the City. Proposals that provide clear and detailed information regarding reduction, tracking, monitoring, and reporting of GHG emissions to the City will maximize their points for the sustainability criteria. Innovative approaches that increase sustainability will also be considered. Criteria to be considered will include, without limitation:

- Demonstrated ability to support City efforts to mitigate environmental and infrastructural impacts of solid waste collection, including, but not limited to, reducing vehicle miles travelled (VMT), air pollution (GHG), and damage to City roadways.
- Proposed approach to facilitating City's implementation of its Climate Action Framework, Zero Waste goals, and associated environmental initiatives.
- Approach to the use of alternative fuels in collection vehicle fleet, in a blend consistent with EPA and Department of Energy standards for alternative fuels, and approach to the implementation of CARB's ACF regulations.
- Internal sustainability programs (use of local vendors, innovative "green" approach to providing services, corporate sustainability, etc.).

Proposed Services, Improvements, & Technology (13 points)

Each Proposal will be evaluated based on their approach to providing innovative, high quality, and effective collection of Recyclable Material and Organic Waste. Innovative approaches to program and service provision that improve efficiency, lower cost, and/or improve service will also be taken into consideration. As part of this subsection of the evaluation, a technical review will be undertaken to evaluate how Proposers can meet the proposed performance specifications and criteria on a long-term basis, as well as transitioning into the role of the solid waste collection service provider for the proposed Service Area. The technical evaluation will include, without limitation, the Proposer's:

- Overall collection approach (automated collection, split-body collection vehicles, diversion facilities to be used, types of containers to be used, etc.).
- Approach to transitioning that minimizes disruption to the community and Proposer's implementation schedule.
- Approach to providing a high quality and customized customer service program.
- Data management system for tracking customer service data and providing accurate reports to the City.
- Commitment to employee and public safety.
- Approach to provide the City with annual updates on new innovations to consider.

Community Employment & Partnership (8 points)

Each Proposal will be evaluated with respect to a Proposer's demonstrated

experience fostering and supporting the safety and well-being of the City's community, their proposed activities to enhance the well-being of the City's community, the total number of jobs generated in the City resulting from the Proposer's waste collection services and operations, and the Proposer's willingness to engage in discussions with organized labor. This will also include compliance with the requirements for Proposers to retain displaced employees from current service providers.

Communication, Outreach, & Customer Service (8 points)

Each Proposal will be evaluated based on Proposer's approach to providing effective and innovate strategies to delivering Education and Outreach materials to all Service Recipients that will increase awareness of, and participation in, all required services, promote achievement of diversion requirements, and reduce contamination of collected Organic Waste and Recyclable Materials. Each proposal will also be evaluated based on Proposer's approach to providing customer service.

Financial Ability & Integrity (5 points)

Each Proposal will be evaluated based on Proposer's financial health and key financial indicators, as well as Proposer's approach to preventing and identifying internal fraud, corruption, and financial malfeasance.

Additional information and Interviews

If, during the evaluation process, the City is unable to determine a Proposer's ability to perform, the City has the option of requesting any additional information which the City deems necessary to determine Proposer's ability. Proposers will be notified and permitted five (5) working days to comply with any such request. Proposers may be invited to interview with the City.

Proposal Evaluation and Selection Process

All Proposals shall be reviewed and evaluated by the Evaluation Panel to verify that the Proposer has met the minimum requirements. Proposals that have not complied with requirements, do not meet minimum content and quality standards, or make unacceptable exceptions to the General Terms and Conditions of the Collection Agreement will be eliminated from further consideration.

The City reserves the right to reject any or all Proposals, or to make no award. The City also reserves the right to require modifications and/or follow up with requests for additional information, including, but not limited to, follow-up interviews. The City may request Best and Final offers based upon improved understanding of the offers or changed scope of service. The City will negotiate with that Proposer to determine final pricing and contract form. Because this Proposal is negotiable, all pricing data will remain confidential until after an award is made, and there will be no public opening and reading of Proposals. Overall responsiveness to the RFP is an important factor in the evaluation process.

Pre-Award Negotiations

After the Proposals are opened, but prior to award, the City may elect to conduct negotiations with the highest ranked Proposer for purposes of:

- Resolving minor differences and information.
- Clarifying necessary details and responsibilities.
- Emphasizing important issues and points.
- Receiving assurances from Proposers.
- Cost/budget clarifications.

If the City cannot successfully negotiate a contract with the highest ranked Proposer, the City may begin negotiations with the second-highest ranked Proposer. Selection may be made without further discussion, negotiations, or Proposer's presentations; therefore, Proposer shall offer the most favorable terms in response to this RFP. The Proposer must demonstrate an understanding of the scope of service to be provided and the ability to accomplish the tasks set forth. Proposer shall include information that will enable the City to determine the Proposer's overall qualifications. The City reserves the right to request additional information or clarification on any matter included in the Proposal response, to enable the City to arrive at the final award decision.

2.9 AWARDS

Awards will be made to the Proposer offering the most advantageous Proposal after consideration of all evaluation criteria set forth herein. The City Council of the City of Sebastopol will have final authority over which Proposer is awarded a Collection Agreement. The City shall not be obligated to award a Collection Agreement to the Proposer with the lowest Service Rates, though the City does request proposals that would minimize any changes in Service Rates for Service Recipients. An award, if made, will be in the best interest of the City after all factors have been evaluated. The City shall be the sole judges of the successful Proposals hereunder.

The City reserves the right to negotiate with any or all Proposers and to award a Collection Agreement to the Proposer that is not highest ranked. Proposers are advised that it is possible awards may be made without discussion or any contact concerning the Proposals received. Accordingly, Proposals must contain the most favorable terms, from a service rate and technical standpoint, that the Proposer can submit to the City. DO NOT ASSUME you will be contacted or afforded an opportunity to clarify, discuss, or revise your Proposal.

An award will be made by means of a written Collection Agreement with the successful Proposer. A Notification of Intent to Award may be sent to any Proposer selected. Award is contingent upon successful negotiation of final Collection Agreement terms and approval by the City Council. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless agreement is reached. If negotiations cannot be concluded successfully, the City may negotiate with other qualified Proposers. The successful Proposer will be required to provide the City with the following:

- Fully executed Collection Agreement for Garbage, Recyclable Materials, and Organic Waste Collection Services.
- Performance Bond in the amounts specified in Attachment 1.
- Insurance Required by Collection Agreement.
- W-9 Form.

2.10 PROTEST PROCEDURES

To be considered, protests must be made in writing, signed by Proposer's authorized representative, and delivered to the City as follows:

- City of Sebastopol, c/o Mary Gourley, located at City Hall, 7120 Bodega Avenue, Sebastopol, CA, 95472

The following conditions apply to Proposal protest:

- **Before Proposal Submittal Deadline.** Protests of specifications, terms, conditions, procedures, or any other aspects of the solicitation must be made before the Proposal Submittal Deadline.
- **After Proposal Submittal Deadline.** Protest of award must be made, by Proposer, no later than five (5) calendar days after the notice of intent to award.

All protests must include the following information:

- The name, address, and telephone number of the protestor.
- The signature of the protestor (or protestor's authorized representative).
- The solicitation number.
- A detailed statement of the legal and/or factual grounds for the protest.

The City reserves the right to refuse to hear protestors who have not followed the above procedures.

SECTION 3.0 PROPOSAL CONTENT AND FORMAT

3.1 PROPOSAL PREPARATION

To be considered responsive, Proposals must address all items identified in this section. Some items require that Proposers provide a detailed response and/or attachments. Failure to provide a complete response may be grounds for rejection of Proposal. Furthermore, Proposals must be prepared in such a way as to provide a straightforward and concise discussion of Proposer’s ability to provide the services that can best satisfy the requirements herein and the needs of the City. Elaborate or unnecessarily lengthy documents are discouraged. Emphasis must be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and completeness and clarity of content. Assemble and present your Proposal response in the order that the items are listed, identifying each response by the corresponding number.

Only one (1) Proposal from any individual, firm, partnership, or corporation under the same or different names will be considered. Proposals by corporations must be executed in the corporate name by two (2) corporate officers. One signature must be from the chairman, president, or vice-president, and the other signature must be from the chief financial officer, assistant treasurer, secretary, or assistant secretary. The corporate address and state of incorporation must be shown below the signature. Proposals by partnerships must be executed in the partnership name and signed by a partner. Their title must appear under their signature, and the official address of the partnership must be shown below the signature. Proposals by limited liability companies must be executed in the company’s name and signed by a managing member. No Proposer shall take exception to the specifications herein. Proposals taking exception to the specifications may be rejected as non-responsive.

3.2 PROPOSAL CONTENT/FORMAT GUIDELINES

To expedite the evaluation process, each Proposal shall be organized in accordance with this section as outlined in the table below. Instructions for preparing each section of the Proposal shown in the outline are given in the following sections. Proposals that do not follow the specified format outlined below, or fail to provide the required documentation, may receive lower scores during the evaluation process. In the event of any conflict between any of the Proposal documents, resolution thereof shall be in the City’s sole discretion. Proposers shall provide the information as requested and as applicable to the proposed services. Headings and section numbering utilized in the Proposal shall be the same as those identified in the table below.

Section	Outline for Proposal
1.	Cover Letter; Executive Summary; Performance Bond Commitment Letter; Table of Contents
2.	General Qualifications
3.	Statement of Financial Qualifications

Section	Outline for Proposal
4.	Technical Proposal
5.	Forms
6.	Exceptions/Alternatives <i>(if applicable)</i>
7.	Appendices <i>(if applicable)</i>

Each Proposal will adhere to the following order and content of sections. Proposals should be straightforward, concise, and provide “layman” explanations of technical terms that are used. Proposals which appear unrealistic in terms of technical commitments, lack technical competence, or are indicative of failure to comprehend the complexity and risk of this contract may be rejected. The City requests that all Proposers keep the Proposal length to a minimum page count that still conveys the required information.

The following Proposal sections are to be included in the Proposer’s response:

Proposal Section 1: Cover Letter; Executive Summary; Performance Bond Commitment Letter; Table of Contents

- A. Cover Letter:** A cover letter, not to exceed four (4) pages in length, should summarize key elements of the Proposal and shall:
1. Confirm that all elements of this RFP have been reviewed and understood.
 2. Include a statement of intent to perform the services as outlined.
 3. Express company’s willingness to enter into an agreement under the terms and conditions prescribed by this RFP, the associated insurance requirements (Attachment 1), and the Collection Agreement (Attachment 1).
 4. Include the name of the entity that will sign the Collection Agreement, in the event one is awarded.
 5. Submit a written description and brief history of the company’s experiences, qualifications, and successes in providing services described herein. Please indicate the number of employees, client base, and location of offices.
 6. Describe the type of organization (e.g., corporation, partnership, limited liability company, including joint venture teams and subcontractors) submitting Proposal.
 7. Indicate the address and telephone number of the Proposer’s office located nearest to Sebastopol, California, and the office from which the contract will be managed.
 8. Include the name, address, telephone number, fax number, and email address of applicant’s key contact person.
 9. Confirm that Proposer has a minimum of three (3) years verifiable experience.
 10. Stipulate that the Proposal price will be valid for a period of at least 210 days.
 11. Identify a single person as the point of contact during the RFP review process.

12. Be signed by an authorized official of the company.
13. Include written statements warranting, certifying, and guaranteeing the following:
 - a. Proposer has examined, understood, and agreed to the Collection Agreement.
 - b. The requirements of the Collection Agreement as described in this RFP document, its enclosures, and all addenda, by listing all addenda and dates received, have been thoroughly reviewed and Proposer has conducted all due diligence necessary to confirm material facts upon which the Proposal is based.
 - c. Proposer will not receive any additional compensation that is not included in Proposer's Service Rates for providing Collection Services in the City.
 - d. The validity of the Proposal contents, including proposed Service Rates, for a period of two hundred ten (210) days.
 - e. Proposer will enter into a Collection Agreement with the City if selected as a service provider.
 - f. No gratuities have been or will be offered or given by Proposer, or any agent or representative of Proposer, to any officer or employee of the City or any participant in the selection of a Proposer to furnish the services described herein to secure a favorable treatment regarding the evaluation, scoring, and Collection Agreement award process.

The cover letter must be signed by individual(s) who is/are authorized to bind Proposer(s) contractually. The signature(s) must indicate the classification or position that the individual(s) hold in the company. The cover letter must designate a person or persons who may be contacted during the period of evaluation with questions or contract issues. Include name(s), title, address, telephone number, fax number, and email address.

B. The following items must be appended to the Cover Letter:

1. Executive Summary – Not to exceed six (6) pages.
 - a. Section should describe your understanding of the City, the work to be done, and the objectives to be accomplished.
 - b. Refer to description of services for this RFP.
 - c. Must highlight the major elements of Proposer's qualifications and Proposal, including a brief description of Proposer's initial transition plan and schedule, and facilities to be used.
 - d. All information must be provided in a concise manner.
2. Performance Bond Commitment Letter.
3. Table of Contents.

Proposal Section 2: General Qualifications

A. Key Staff Persons: Proposers must identify each person and provide resumes for key staff proposed for the service identified herein. Demonstrated experience in providing collection services, and knowledge of collection containers and automated collection vehicles, is of key importance to the City. Additionally, Proposers must demonstrate experience and ability to work closely with the current service providers and City staff during the transition period, and on an ongoing basis with City staff during the duration of the Collection Agreement. Key staff persons must include Proposer's Service Supervisor and Collection Service Manager assigned to the City.

1. Describe proposed Collection Agreement team organization, including identification and responsibilities of key personnel.
 - a. Proposers must provide names and resumes of principal officers, partners, or other officials or managers who will be performing substantive responsibilities required under the Collection Agreement.
 - b. Proposers must describe relevant technical experience of key personnel, including their backgrounds in Garbage, Recyclable Material, and Organic Waste collection.
2. Indicate the extent of the commitment of key personnel for the duration of the Collection Agreement and furnish resumes of key personnel.
 - a. Provide an indication of the staffing level for the Collection Agreement.
 - b. The City's evaluation of the Proposal will consider the Proposer's entire team; therefore, no changes in the team composition will be allowed without prior written approval of the City.
3. Describe the experience of the Proposer's Collection Agreement team in detail, including the team's Project Manager and other key staff members, on contracts of similar size, capacity, and dollar value.
 - a. For each similar contract, include the client's name and correct telephone number.
 - b. It is the City's policy to interview Proposers' references as well as references identified by the City.
4. Indicate role and responsibility of prime contractors and all subcontractors.
 - a. Subcontractor letters of commitment are required and must be submitted with the Proposal.
 - b. If applicable, indicate how local firms are being utilized to ensure a strong understanding of state and local laws, ordinances, regulations, policies, requirements, and permitting.
5. References
 - a. Proposers must provide a minimum of three (3) clients the City may contact to conduct a reference check, with a minimum of one (1) reference located in the Bay Area.
 - b. Proposers must be providing or have provided similar services as requested herein to these references within the last three (3) years.

- c. Proposers must provide references that are relevant to the personnel team identified in the Proposal.
- d. Complete references must also be included on the Form provided in Section 5 of this RFP.

B. Litigation and Notice of Violation History

1. For all Litigation and Notice of Violation History, Proposers may limit disclosures to the State of California. Proposers must provide a history for the last five (5) years of all claim settlements, arbitrations, litigation proceedings, and civil actions involving one hundred thousand dollars (\$100,000) or more, and all criminal actions in which the company, its parent company, subsidiaries, all partners, or principals were involved. For each case, Proposers must provide the following:
 - a. The name of the claim, arbitration, litigation, or action.
 - b. The amount at issue or the criminal charges alleged.
 - c. The resolution of the case.
2. Proposers must also provide details of any current or threatened legal actions in the State of California against Proposers or its parent company, subsidiaries, all partners, principals, or joint venture company(ies) by a governmental entity contracting with Proposers or its parent company for services relating to solid waste management, or against such a government entity by Proposers or its parent company or joint venture company(ies). For each action, Proposers must provide the following:
 - a. The name of the action.
 - b. The court in which the action is pending.
 - c. The action number.
 - d. The amount at issue.
3. Proposers shall provide a list of all notices of violation and/or enforcement actions taken against it during the last five (5) years by any regulatory agency, such as, but not limited to, the U.S. Environmental Protection Agency, an air quality management district, a Local Enforcement Agency under the California Integrated Waste Management Act, Cal-EPA, or Cal/OSHA. The list shall include the name of the regulatory agency, the date of the enforcement action, and a copy of any notice of violation. Proposers shall inform the City if it has had a permit, franchise, license, entitlements, and/or business license that has been revoked or suspended in the last five (5) years.
4. Proposers must list any liquidated damages, administrative fines, charges, or assessments that total fifty thousand dollars (\$50,000) or greater in any one (1) calendar year during the last five (5) years that have been paid by Proposers to a public agency as a result of solid waste management services provided by Proposer. The list shall include the name of the public agency; the date and amount of the liquidated damages, administrative fines, charges, or assessments; and the reason the public agency assessed the liquidated damages, administrative fines, charges, or assessments. Proposers must list any claims against a bid, Proposal, or performance bond and the results and

failure to receive a bid, Proposal, or performance bond, or any contractual defaults or termination in the last fifteen (15) years.

Proposal Section 3: Financial Qualifications

A. Statement of Financial Qualifications

1. Proposers must provide a written statement of their financial qualifications to perform the work described in this RFP.
 - a. The statement must thoroughly describe and provide documentation of Proposer's ability to secure financing for all trucks, facilities, other equipment, and labor required to perform all services described in this RFP and must include the total estimated amount of expense and financing that is expected to be incurred and utilized in performing the work.
 - b. This statement must be accompanied by a letter from Proposer's bank/financial institution clearly stating that Proposer has adequate assets and/or an irrevocable line of credit that is sufficient to compensate for all required capital costs, equipment costs, start-up costs, and a minimum of three (3) months' operating costs.
2. Proposers must provide copies of audited financial statements for the entity that is proposed to sign the Collection Agreement for the most recent three (3) fiscal years.
 - a. Audited financial statements must include balance sheet, income statement, statement of changes, footnotes, and subsidiary schedules.
 - b. If a Proposer does not have audited financial statements, three (3) years of business tax returns, with supporting schedules, may be provided. However, tax returns are not an alternative to providing audited financial statements; if a Proposer has audited financial statements, those must be provided.
 - c. The City reserves the right to require submission by Proposer, at no cost to the City, of an opinion by a certified public accountant with regard to the financial status of such Proposer, including ownership of, or interest in, equipment and facilities, prior to award of a Collection Agreement.

As is set forth in this RFP, the City will make reasonable efforts, but make no representation, that it will be able to maintain total confidentiality of Proposer's financial information. A Proposer that submits financial information that it asks to have treated as confidential should submit a statement justifying the request, reference it in the Proposal, and label it as a separate attachment, clearly identifying it as confidential. At all times, the City will comply with the provisions of the California Public Records Act. By submitting information to the City, Proposers agree to hold the City and their employees, officials, and agents harmless for any inadvertent disclosure.

Proposal Section 4: Technical Proposal

Proposers are required to provide a description of the approach and methodology used to accomplish the requested services (Technical Proposal). The Technical Proposal

must address and include those items specified below. The City will place significant emphasis on Proposer's proposed Technical Proposal during the evaluation process. At a minimum, Proposers shall include the following in the Technical Proposal:

- A. Transition Plan:** Proposers shall provide a detailed Transition Plan that describes the plans and schedule of events for the provision of new services. The Transition Plan will be included as an exhibit in the final Collection Agreement, when approved by the City. In developing the Transition Plan, Proposers should consider that the City strongly seeks to reduce disruption to Service Recipients during the transition period.

The Transition Plan must, at a minimum, address the following items:

1. In concise terms, what Proposer will accomplish prior to the start of Collection Services.
2. How Service Recipients will select the size and number of Carts or Bins.
3. How Proposer will retain displaced employees from current service providers, at or exceeding prior pay and benefit levels.
4. How Proposer will provide transition services.
5. The specific types of education and outreach activities that will occur, including specific frequencies and amounts of education and outreach, by type of activity.
6. How the transition will be coordinated with the current services and current service providers (switching of containers, billing system, etc.).
7. Transition schedule and weekly timing plan to transition from the current collection system to Proposer's collection system, for public education and outreach on new services, and for removal and replacement of Carts and Bins.

- B. Collection Service Operations Plan:** Proposers shall provide a detailed Collection Service Operations Plan that presents the specific collection programs that will be implemented in the City. The Collection Service Operations Plan must address items as listed above and include:

1. VEHICLES

- a. A listing of Proposer's collection equipment and all accessories by type, model, year of manufacture, and anticipated remaining useful life, as of the date of the inventory.
- b. As new collection vehicles are to be provided, delivery guarantees by manufacturers shall be included in the Proposal for all new equipment to be provided to the City.
- c. Vehicle fuel type, size, number of axles, gross vehicle weight, maximum load capacity, turning diameter, and number of collection compartments for all collection vehicles (front loader, side load, rear load, single-body, split-body collection, regular compactor, small compactor, pup trucks, operational noise level in decibels, etc.).
- d. Vehicle safety features.
- e. How Proposer's collection vehicles will reduce air emissions, wear and tear on the City's streets, and length of time that containers will remain in the right of way.

- f. How Proposer will use technology, such as GPS, to track and monitor collection, and identify the proposed technology brand to be used.
 - g. The appearance of the vehicles, including the color and information to appear on the outside of the vehicles.
 - h. Vehicle maintenance program, including response/replacement/repair time for vehicles on route.
 - i. The scheduled maintenance and cleaning of the vehicles.
 - j. Plan for procurement of Collection Vehicles that utilize low-carbon (“alternative”) fuel (RNG, LNG, CNG, electric, or other), including whether or not the RNG comes from SB 1383 qualifying recovered organic waste product (ROWP) sources.
 - k. Proposer’s approach to transition to Zero Emission Vehicles (ZEVs) per the new California Air Resources Board (CARB) Advanced Clean Fleets (ACF) regulations (<https://ww2.arb.ca.gov/our-work/programs/advanced-clean-fleets>).
 - l. Proposed location of corporation yard for parking, fueling, and maintenance of vehicles.
- 2. CONTAINERS**
- a. Containers to be used, including dimensions.
 - b. Experience of other collection programs with this type of container.
 - c. The sufficiency of the containers’ capacity based on the requirements of the Collection Services.
 - d. The suitability of containers to be used in areas that may have limited space or are in Bin enclosures.
 - e. Ease of cleaning and the appearance of the containers, including their colors and information to be imprinted on the containers, compliant with the color and labeling requirements of SB 1383.
 - f. Container maintenance program, including response/replacement/repair time for containers.
- 3. ROUTE OPERATIONS**
- a. The number of vehicles required for the collection programs, and the number of routes to be performed, by each service line and material type collected.
 - b. The number of containers collected per hour, by service line and material type collected.
 - c. Total number of route hours (8 or 10 hours/day), and the total hours on-route, by service line and material type collected.
 - d. The number of vehicle passes per Service Recipient.
 - e. The number of crew members required per vehicle, and their responsibilities.
 - f. The advantages and disadvantages of the type of vehicle chosen (particularly regarding noise, emissions, and the impact on the City’s roads).
 - g. How drivers and dispatch will communicate while on route to resolve customer service requests/complaints.
 - h. How drivers will handle debris that falls from collection containers or collection vehicles onto the ground or street.

- i. Methods used by drivers to monitor contamination, and how this will be communicated to Service Recipients.
 - j. The material types each vehicle will collect.
 - k. Approach to conducting annual route audits to verify that service levels and Service Recipient billing are 100% correct.
4. **SAFETY**
- a. Staffing safety requirements, including physical, drug, and alcohol testing requirements.
 - b. Management protocols for Household Hazardous Waste (HHW), including electronic waste (E-Waste) and Universal Waste (U-Waste).
 - c. Health and safety management procedures.
5. **REPORTING**
- a. Detailed AB 341, AB 939, AB 1594, AB 1826, and SB 1383 monitoring and reporting, including electronic transmission of reports to the City.
 - b. Method used to track tonnage collected.
 - c. Process for tracking and reporting Service Recipient complaints and dispute resolution to the City.
 - d. Detailed sustainability and GHG emissions reduction and tracking reporting to the City.

C. Customer Service Plan: Proposers shall provide a detailed Customer Service Plan specifying the customer service operations that will be used in the City. The Customer Service Plan will be included as an exhibit in the final Collection Agreement, when approved by the City. Customer service hours must be noted.

The Customer Service Plan must include the following:

- 1. Protocol for receiving customer calls, issuing work orders, closing work orders, and callbacks to Service Recipients.
- 2. Protocol for Service Recipient billing, billing changes, and billing disputes.
- 3. Whether or not a new phone system and/or new website will be included.
- 4. Staffing levels to ensure excellent customer service and limited wait times (state the number of customers per customer service representative).
- 5. Payment programs and options providing alternatives for Service Recipients to submit payment.

D. Sustainability and Compliance Plan: Proposers are required to provide a Sustainability and Compliance Plan with a description of the diversion and sustainability programs associated with providing the requested services. This may include, without limitation, Proposer's approach in obtaining the diversion goals specified in this RFP. Proposers must provide diversion estimates, which must not be less than the minimum diversion required in this RFP and must be tied to specific collection methods and public education programs. Failure to provide the estimated diversion tonnages and diversion estimates will be grounds for disqualification. The Sustainability and Compliance Plan will be included as an exhibit to the final Collection Agreement, when approved by the City.

The Sustainability and Compliance Plan must, at a minimum, include the following:

1. Proposer's approach to reducing, tracking, monitoring, and reporting GHG emissions to the City.
2. Proposer's approach to meeting the City's diversion requirements and assisting the City with meeting CalRecycle's seventy-five percent (75%) diversion goal by June 30, 2031, listing specific diversion programs by program type (SFD, MFD, Recyclable Material, Organic Waste, Bulky Waste, etc.).
3. Diversion facilities to be used (including name, location, owner/operator, permit status, and permitted capacity).
4. A schedule showing specific programs and tasks, milestones, and timeframes for meeting the diversion requirements, as specified in this RFP.
5. A table segregated by SFD, MFD, and Additional Services, estimating tonnages for Recyclable Material and Organic Waste collected for each calendar year of the Collection Agreement, beginning with the Collection Agreement First Agreement Year.
6. Proposer's approach to reducing contamination of Recyclable Materials and Organic Waste.
7. Proposer's approach to reducing air emissions and wear and tear on the City's streets.
8. Environmental Stewardship (all environmental management policies and activities related to the proposed activities must be described, including the use of alternative fuel vehicles, use of recycled products throughout operations, internal waste reduction and reuse protocol, water, and resource conservation activities within facilities [design, construction, and operation], compliance with laws governing HHW, E-Waste, and U-Waste, and use of non-toxic products when possible).
9. Use of local vendors.
10. Domestic solutions for the recycling and recovery of Recyclable Materials.
11. Innovative "green" approaches to providing services.

E. Education and Outreach Plan: Proposers shall provide a detailed bilingual or multi-lingual (English and Spanish, at a minimum) Education and Outreach Plan that specifies the methods and public education materials that will be used for program start-up and throughout the Collection Agreement term for the City. Specific attention should be given to methods to achieve high participation and diversion through Recycling and Organic Waste Collection programs, City-Supported Events, ongoing waste disposal programs (e.g., dump vouchers, dumpster days, bulky item pick-up, etc.), and ongoing "how to" promotions. The Education and Outreach Plan will be included as an Exhibit to the final Collection Agreement, when approved by the City.

Specifically, the Education and Outreach Plan must address:

1. Implementing aggressive public education programs, especially with MFD solid waste generators, to meet the City's diversion requirements.
2. Methods to reduce contamination of Recyclable Material and Organic Waste.

3. Educating Service Recipients on the benefits of participation in Recycling and Organic Waste Collection programs.
4. City waste disposal programs and services.
5. Implementing public education and outreach programs in the City's schools, business community, City facilities, and special events.
6. The various media types that may be used, including, but not limited to, print (e.g., flyer, postcard, poster, or billboard), internet and social media platforms, video, audio, etc.

F. Cost Information

1. Provide the total direct and indirect costs to complete all tasks identified in the scope of services. Even if the method of payment to Proposer will be fixed fee, a detailed cost breakdown shall be provided, identifying:
 - a. The number of staff hours and hourly rates for each professional and administrative staff person who will be committed to this Collection Agreement.
 - b. All other direct costs, such as materials and reproduction costs.
 - c. Subcontractor services, if needed.
2. These rates will also be used to negotiate rates for other contracts (including optional tasks) that may be assigned.
3. No additional funds will be paid above and beyond the original quote given by the selected Proposer.
4. Proposers will be paid at the same rates set forth in their cost Proposal unless further negotiated in writing and agreed to by the City.

G. Value Added Services: Please provide any additional services of benefit not specifically required herein, which the Proposer offers to provide.

H. Contractor Assignment of Subcontract

1. The resulting contract shall not be assigned, transferred, or sublet, in whole or in part, without the prior written approval of the City.
2. If Proposer intends to subcontract any portion of the resulting contract, they must describe their process for selecting such subcontractor(s) and the quality control measures that the Proposer will employ to ensure that any subcontractor complies with the provisions of Proposer's contract with the City.

I. Previous Contracts with the City of Sebastopol

1. The Proposer shall submit a list which indicates all prime contracts and/or amendments awarded to the Proposer by the City for the last three (3) years.
2. The list shall include a short description of the agreement, the agreement scope of work, award date, completion date, name of City's assigned project manager, and contract value.

J. Exceptions to this Request for Proposals

1. The Proposer shall state whether or not it takes exception(s) to this RFP, including but not limited to the Collection Agreement (Attachment 1).
 - a. If the Proposer does take exception(s) to any portion of the RFP or contract, the specific portion to which exception(s) is/are taken must be

- identified by section number and explained.
 - b. Requests for changes or additions to sections of the Collection Agreement must be shown by requesting deletion of specific words and/or by providing new requested contract language.
 - c. Requests for complete replacement of the City's Collection Agreement for another contract will not be granted.
2. Failure to make exceptions to the RFP or Collection Agreement within the Proposal will be deemed a waiver of any objection. Exceptions will be considered during the Proposal evaluation process, with lack of exceptions being ideal for the City.

K. Statement of Impartiality and Disclosure

- 1. The nature of this Collection Agreement requires an impartial unbiased approach on the part of the Proposer's team. This Proposal shall include a statement declaring that the Proposer and subcontractors are not currently, and will not, during the performance of these services, participate in any other similar work involving a third party with interests currently in conflict or likely to be in conflict with the City's interests.
- 2. Additionally, Proposer is required to disclose any pending or active investigations or litigation that may affect the reputation or ability of the Proposer to carry out the Collection Agreement.

Proposal Section 5: Forms

A. Forms in Section 5

- 1. Proposers must provide fully completed versions of all forms included in Section 5 of this RFP, in the order they are listed, with their Proposals.
- 2. Proposers shall use only the forms and format provided. Any deviation from those provided may be grounds for rejection of the entire Proposal.
- 3. Proposers must provide their proposed Service Rates per Form K.
- 4. Proposed Service Rates must include Recyclable Material and Organic Waste programs that are fully compliant with SB 1383 regulations, as well as all requirements under AB 1594, AB 341, AB 1826, SB 54, CARB's ACF ZEV regulations, and any other existing applicable regulations.

Proposal Section 6: Alternative Services and Exceptions to Collection Agreement

A. Proposers may submit alternatives to the services listed in this RFP, or exceptions to the Collection Agreement language.

- 1. However, Proposers must propose on all required services as included in this RFP or their Proposal will be rejected as being non-responsive.
- 2. If service alternatives or Collection Agreement exceptions are presented, as provided for in this section of the RFP, they must be included as an attachment to the Proposal, contain the price of the service alternatives using the forms provided in Section 5 of this RFP, and include specific language necessary for inclusion in the Collection Agreement.
- 3. Each Collection Agreement exception must be presented by stating:
 - a. The specific exception.
 - b. The page and line numbers of the exception.

- c. The suggested changes to the program related to the exception.
 - d. The suggested changes in the Collection Agreement language related to the exception.
 - e. The manner in which the proposed change would benefit the City, the Service Recipients, or both.
4. Please note that the City has no obligation to accept any proposed service alternative or Collection Agreement exception. Proposals will be evaluated based on the required services and Collection Agreement language as set forth in this RFP.

Proposal Section 7: Appendix

The Proposer may provide additional technical information (i.e., only information specifically related to services to be provided) that they believe to be applicable to this Proposal and include such information as an appendix. Proposers are discouraged from including marketing material, education and outreach material, or other additional information not related to the equipment or services to be provided.

SECTION 4.0 COLLECTION SCOPE OF SERVICES

4.1 INTRODUCTION

The purpose of this section of the RFP documents is to familiarize prospective Proposers with the solid waste services desired by the City. Each Proposer must fully review the Collection Agreement (Attachment 1) and identify in its Proposal any exceptions it proposes.

4.2 CURRENT SERVICE AGREEMENTS

One service provider currently provides solid waste collection services in the City through an agreement for collection services that expires on December 31, 2024. Please refer to Attachment 3 for a copy of the current existing agreement. Except for where the terms and conditions of this RFP and Attachment 1 vary from the current agreements, the City intends for all solid waste collection programs and services to continue via a new Collection Agreement.

4.3 SERVICE AREA

The City intends to award one Collection Agreement for an exclusive solid waste Collection Service Area which consists of the City of Sebastopol city limits.

4.4 SERVICE RATES

Service Recipients in the City are billed by current service providers per the terms of current agreements. The current 2023 Service Rates for the City are included in Attachment 10.

It is the City's intention that new Services Rates for any awarded Collection Agreement will be as close as feasible to, if not the same as, current Service Rates, with consideration to the cost of providing service. Final Service Rates shall be negotiated between the City and selected Proposer.

Service Rates shall be adjusted July 1, 2026, and July 1 annually thereafter, per the methodology included in Section 6.03 of the Draft Collection Agreement (Attachment 1). The City wishes to provide incentives for residents and businesses to actively participate in Recycling and Organic Waste programs, while not being required to over-subscribe for services.

4.5 COLLECTION AGREEMENT TERM

Following approval by the City Council, Collection Services are anticipated to start on July 1, 2025, and to terminate on September 30, 2040, providing for a fifteen (15) year Collection Agreement. The term of the Collection Agreement may be extended by up to two (2) additional five (5) year terms, at the City's option, and subject to the Proposer meeting performance requirements as specified in the Collection Agreement.

4.6 SERVICE OVERVIEW

The City is proposing that the following exclusive Collection Services for SFD residential, MFD residential, commercial, industrial/roll-off boxes, and municipal sectors be provided within the Service Areas. Proposers should note the City is very interested in providing these services with minimum disruption to residents and businesses. Therefore, as part of the Technical Proposal requested in this RFP, Proposers will be required to discuss the methodology they will use to minimize the impact of any operational changes that may occur.

Proposers should also note the City is interested in providing these services in the most sustainable manner possible, such as, but not limited to, providing the following:

- Incorporating education and outreach programs to further the City's diversion requirements and goals.
- Educating Service Recipients on the benefits of diversion program participation.
- Reducing air emissions and wear-and-tear on City streets and providing environmental stewardship, including the use of local vendors and innovative "green" approaches to providing services.

Therefore, as part of the Sustainability Plan requested in this RFP, Proposers will be required to discuss the methodology they will use to provide sustainability programs associated with providing requested services. Of specific interest to the City will be Proposers' approach to tracking, reducing, and reporting on GHG emissions associated with providing Collection Services.

All Service Recipients in the City shall receive Collection Services which include at least weekly collection of Garbage, Source-Separated Recyclable Material, and Source-Separated Organic Waste.

By default, Source-Separated Organic Waste Collection Service is required to include Green Waste and Food Waste, or a mix of Green Waste and Food Waste, for all Service Recipients. The selected Proposer(s) will be required to collect all Source-Separated Organic Waste and deliver it to appropriate facilities per the agreements in Attachments 2 and 3.

Source-Separated Recyclable Materials accepted as part of the Collection Services include cans (aluminum and tin), glass bottles, newspaper, mixed paper, cardboard, and plastics. All Service Recipients in the City shall be serviced using the designated sizes of Carts and Bins, as well as 10 to 40 cubic yard Roll-off Containers for permanent Roll-off Service Recipients. The selected Proposer(s) will be required to collect all Source-Separated Recyclable Materials and deliver them to appropriate facilities.

4.7 SOLID WASTE COLLECTION SERVICES

A. SINGLE FAMILY DWELLING (SFD) COLLECTION SERVICES

1. **SFD Bundled Service** - The City would prefer to retain a weekly SFD Solid Waste Collection Service system but is open to considering different system approaches presented by Proposers (see item 4.7.T, SFD Collection Service Alternatives, below).
 - a. Solid Waste Collection Service system(s) will consist of using one (1) 32-Gallon Black or Grey Garbage Cart (with the option to upsize to a 64-Gallon or 96-Gallon Garbage Cart or downsize to a 20-Gallon Garbage Cart), one (1) 96-Gallon Blue Recycling Cart, and one (1) Green 96-Gallon Organic Waste Cart as part of the base SFD Solid Waste Collection Service (with the option to downsize to 32-Gallon or 64-Gallon Recycling and Organic Waste Carts provided the Service Recipient meets certain criteria³).
 - b. On-premises collection must be made available to eligible participants (those who are physically unable to move Carts).
2. **SFD Garbage Collection Service** - The City wishes to retain a weekly, automated SFD Garbage Collection Service program consisting of Black or Grey Garbage Carts in 20-, 32-, 64-, and 96-Gallon sizes. Proposers are required to provide pricing for the 20-, 32-, 64-, and 96-Gallon Garbage Carts requested by SFD Service Recipients.
3. **SFD Recycling Collection Service** - The City wishes to retain a weekly, automated SFD Recycling Collection Service program, using 96-Gallon Recycling Carts.
 - a. One (1) 96-Gallon Blue Recycling Cart will be provided to each Service Recipient as part of the base service to SFD Service Recipients.
 - b. The cost for the base SFD Recycling Collection Service is to be included in the SFD base Service Rates.
4. **SFD Organic Waste Collection Service** - The City wishes to include a weekly, automated SFD Organic Waste Collection Service of Green Waste and Food Waste, using 96-Gallon Green Carts.
 - a. One (1) 96-Gallon Organic Waste Cart will be provided to each Service Recipient as part of the base service to SFD Service Recipients.
 - b. The cost for the base SFD Organic Waste Service is to be included in the SFD base Service Rates.
5. **SFD Bulky Waste Collection Service** - The City is requesting the provision of Bulky Waste Collection Services to SFD Service Recipients on a for-fee basis.
 - a. At the rates set by the Contractor, all Service Recipients shall be eligible to procure curbside Bulky Waste Collection Service for the following:
 - i. Three (3) Large Items
 - ii. Fifteen (15) 35-gallon bags,
 - iii. Four (4) 95-gallon bags,
 - iv. Five (5) E-waste items, or

³ The City is open to alternative proposals that limit the sizes of Recycling and Organic Waste Carts available to Service Recipients to just 96-Gallon Carts OR just 64-Gallon and 96-Gallon Carts.

- v. Up to 1.8 cubic yards of Garbage or Organic Waste.
- b. Bulky Waste Collection Services are to be provided upon next service date if request is received at least two (2) business days prior to the next service date.

6. SFD Additional Services

- a. Holiday Tree Collection – Annually, the selected Contractor shall collect all holiday trees during a three-week period that begins on December 26.
 - b. Used Motor Oil Collection Service – Upon request, at no additional charge, Contractor shall deliver empty collection containers for used motor oil and filters to Service Recipients and subsequently pick up full collection containers of used motor oil and filters.
 - c. Backyard/Off-Street (“On-Premises”) Collection – The selected Contractor may charge Service Recipients for this service unless they are physically unable to move their own Carts.
7. Low-Income Discount program for qualifying low-income Service Recipients that is funded out of Proposer’s goodwill.
8. Backyard/Off-Street (“On-Premises”) Collection services for qualifying Service Recipients with disabilities, with no additional charge, to comply with ADA or similar state law.
- a. Replacement of one lost, destroyed, or stolen cart per Service Recipient, per type of cart, every ten (10) years, as requested.
 - b. Cleaning of one cart per Service Recipient, per type of cart, every five (5) years, as requested.
 - c. Move-In/Out Collection Service. Within three (3) months of vacating or newly occupying the dwelling, at no additional charge, each SFD Customer may request that Contractor provide one on-call Move-In/Out Recyclable Material Collection Service for recyclable packaging materials such as flattened cardboard boxes, bundled newspaper, and packaging foam. This will be offered as a one-time service for each new account.

B. MULTI-FAMILY DWELLING (MFD) COLLECTION SERVICES

MFD Collection Services will be considered as part of the Commercial Collection Service. The City wishes to have MFD Collection Service to be provided to Service Recipients in Carts and/or Bins.

1. **MFD Bundled Service** - The City wishes to have a weekly MFD Solid Waste Collection Service system, using Carts and/or Bins as requested by the MFD Service Recipient. MFD Solid Waste Collection Service containers will be allocated at either the dwelling unit level or the Service Recipient level, dependent on the wishes of the MFD Service Recipient. The base MFD Solid Waste Collection Service will include, at no additional cost, 96 gallons worth of Blue Recycling Cart space and 96 gallons worth of Green Organic Waste Cart space per MFD Service Recipient, which may be divided into smaller Carts at two or more dwelling units. The actual configuration of Recycling and Organic Waste Cart and/or Bin sizes shall be based on the total equivalent volume and configured in a manner determined by the Service Recipient in consultation with the selected Contractor. MFD Service recipients may request additional Carts and/or Bins or increase their collection

frequency for an additional cost.

2. **MFD Garbage Collection Service** – The MFD Garbage Collection Service collection system shall use variable size Black or Grey Carts (20-, 32-, 64-, and 96-Gallon) and Bins (1- through 6-cubic-yard Bins). Proposers must provide pricing for all container sizes listed here and in Form K.
3. **MFD Recycling Collection Service** - The City wishes to retain the current MFD Recycling Collection Service program for all MFD Service Recipients in the Service Area by using variable-size Carts and Bins. 96 gallons worth of Blue Recycling Cart space will be provided to each MFD Service Recipient as part of the base. Additional MFD Recycling Collection Service may be provided for an additional cost in variable size Recycling Carts and/or Recycling Bins, with the volume, collection frequency, and container type based on the individual needs of the MFD complex. The selected Contractor will be required to furnish the necessary number and size of Bins and Carts to accommodate the MFD Recycling Collection Services.
4. **MFD Organic Waste Collection Service** - The selected Contractor will provide MFD Organic Waste Collection Service to all MFD Service Recipients in the Service Area, consistent with State requirements of AB 1826 and SB 1383. MFD Organic Waste Collection Service is required to include both Green Waste and Food Waste.
 - a. Each MFD Service Recipient will receive 96 gallons worth of Green Organic Waste Cart as part of the base service. Additional MFD Organic Waste Collection Service may be provided in variable size Carts and/or Bins, with the volume, collection frequency, and container type based on the individual needs of the MFD complex. The selected Contractor will be required to furnish the necessary number and size of Bins and Carts to accommodate the MFD Organic Waste Collection Services. The cost for additional MFD Organic Waste Service is to be separately accounted for in the MFD Service Rates. This service is to be arranged by the property manager of the MFD complex.
 - b. The City is interested in Proposals that can provide solutions for providing MFD Organic Collection Service in mixed-use complexes (MFD and Commercial Service Recipients that have limited space for collection Carts or Bins, and/or Bin enclosures). The use of split Carts and/or split Bins is acceptable.
9. **MFD Bulky Waste Collection Service** - The City is requesting the provision of Bulky Waste Collection Services to MFD Service Recipients on a for-fee basis.
 - a. At the rates set by the Contractor, all Service Recipients shall be eligible to procure curbside Bulky Waste Collection Service for the following:
 - i. Three (3) Large Items
 - ii. Fifteen (15) 35-gallon bags,
 - iii. Four (4) 95-gallon bags,
 - iv. Five (5) E-waste items, or
 - v. Up to 1.8 cubic yards of Garbage or Organic Waste.
 - b. Bulky Waste Collection Services are to be provided upon next service date if request is received at least two (2) business days prior to the next service date.

5. **MFD Additional Services**

- a. Holiday Tree Collection – Annually, the selected Contractor shall collect all holiday trees during a three-week period that begins on December 26.
- b. Used Motor Oil Collection Service - Upon request, at no additional charge, Contractor shall deliver empty collection containers for used motor oil and filters to Service Recipients and subsequently pick up full collection containers of used motor oil and filters.
- c. Backyard/Off-Street ("On-Premises") Collection - The selected Contractor may charge Service Recipients for this service unless they are physically unable to move their own Carts.
- d. Low-Income Discount program for qualifying low-income Service Recipients that is funded out of Proposer's goodwill.
- e. Backyard/Off-Street ("On-Premises") Collection services for qualifying Service Recipients with disabilities, with no additional charge, to comply with ADA or similar state law.
- f. Replacement of one lost, destroyed, or stolen cart per Service Recipient, per type of cart, every ten (10) years, as requested.
- g. Cleaning of one cart per Service Recipient, per type of cart, every five (5) years, as requested.
- h. Move-In/Out Collection Service. Within three (3) months of a Dwelling Unit being vacated or newly occupied, for up to five (5) Dwelling Units per year, at no additional charge, each MFD Customer may request that Contractor provide one on-call Move-In/Out Recyclable Material Collection Service for recyclable packaging materials such as flattened cardboard boxes, bundled newspaper, and packaging foam.

C. COMMERCIAL COLLECTION SERVICES

1. **Commercial Bundled Service** - The City wishes to retain a weekly Commercial Solid Waste Collection Service system, using Carts and/or Bins as requested by the Commercial Service Recipient, and including at no additional cost one (1) 96-gallon Blue Recycling Cart per Service Recipient and one (1) 32-Gallon Green Organic Waste Cart as part of the base Commercial Collection Service. The actual configuration of Recycling and Organic Waste Cart and/or Bin sizes shall be based on the total equivalent volume and configured in a manner determined by the Service Recipient in consultation with the selected Contractor. Proposers are required to provide pricing for collection of the base services and for any additional services that may be requested by the Commercial Service Recipient.
2. **Commercial Garbage Collection Service** - The City wishes to use variable size Garbage Carts (20-, 32-, 64-, and 96-gallon) and Garbage Bins (1- through 6-cubic yard Bins). Proposers must provide pricing for all container sizes listed here and in Form K.
3. **Commercial Recycling Collection Service** - The City wishes to provide single-stream Commercial Recycling Collection Service program, using variable size Recycling Carts and Recycling Bins, to all Commercial Service Recipients in the Service Area, consistent with the State requirements of AB 341 and SB 1383. Each Commercial Service Recipient will receive one (1) 96-gallon Recyclable Material

Cart at no additional cost as part of the base service (the actual configuration of Carts and/or Bins may be determined between the selected Contractor and the Service Recipient; up to two (2) smaller size Carts may be provided if necessary to meet space constraints). Additional Commercial Recycling Collection Service may be provided in variable-size Carts and/or Bins, with the volume, collection frequency, and container type to be based on the individual needs of the Commercial Service Recipient or Commercial complex. The selected Contractor will be required to furnish the necessary number and size of Recycling Bins and Recycling Carts to accommodate the Commercial Recycling Collection Services. The cost for additional Commercial Recycling Collection Service is to be separately accounted for in the Commercial Service Rates.

4. **Commercial Organic Waste Collection Service** - The City wishes to provide Organic Waste Collection Service to all Commercial Service Recipients in the Service Area, including Food Waste, consistent with State requirements of AB 1826 and SB 1383. Commercial Organic Waste Collection Service is required to include both Green Waste and Food Waste. Each Commercial Service Recipient will receive the equivalent volume of one (1) Green 32-Gallon Organic Waste Cart at no additional cost as part of the base service (the actual configuration of Carts and/or Bins may be determined between the selected Contractor and the Service Recipient; up to two (2) smaller size Carts may be provided if necessary to meet space constraints). Additional Commercial Organic Waste Collection Service may be provided in variable-size Organic Waste Carts and/or Organic Waste Bins, with the volume, collection frequency, and container type to be based on the individual needs of the Commercial Service Recipient or Commercial complex. Large generators of Green Waste may also subscribe to collection of Green Waste only (in addition to the required base service). This service is to be arranged by the Commercial Service Recipient or the property manager of the Commercial complex, as appropriate. The cost for additional Commercial Green Waste or Organic Waste Services is to be separately accounted for in the Commercial Service Rates.

D. INDUSTRIAL / DEBRIS BOX AND ROLL-OFF CONTAINER SERVICE

Temporary debris box and roll-off services are to be provided to Service Recipients on an as-needed basis.

E. CITY SERVICES

1. **Collection from City Service Recipients** - The selected Contractor will provide collection services to all City facilities, at no cost to the City. These services include the collection of Garbage, Recyclable Material, and Organic Waste from City facilities. Frequency of service will be determined by location need. A list of current locations and service levels is provided in the Collection Agreement (Attachment 1).
2. **Bulky Waste** – The selected Contractor will provide Bulky Waste Collection Services to City facilities on a for-fee basis.
3. **Collection from City and/or Transit Cans** – The selected Contractor will provide, at a minimum, Garbage collection services to the City’s 106 public Garbage cans

and City-owned bus stops not less than three (3) days per week, at no cost to the City. This service will also include minimally annual power washing public Garbage cans and maintaining cleanliness in and around the Garbage cans. A list of current locations will be provided as an exhibit in the Collection Agreement.

4. **Accumulation of Waste and Abandoned Waste** – The selected Contractor will direct its drivers to note the addresses of premises where Solid Waste is accumulating, as well as the addresses of other locations where Solid Waste has been abandoned and convey these addresses to the City.
5. **City-Sponsored Special Events** – Collection of Garbage, Recyclable Materials, and Organic Waste at up to ten City-Sponsored Special Events per year.

F. ADDITIONAL SERVICES

1. **Support in Complying with SB 54** – The selected Contractor will provide support to the City in complying with SB 54, which may include support with record-keeping, collection of data, waste stream sampling, and compilation of reports.
2. **Street Sweeping Services** – The selected Contractor will provide Street Sweeping Services as outlined in the Collection Agreement.
3. **Household Alkaline Battery Recycling Program** – The selected Contractor will periodically collect household alkaline batteries from several battery drop-off locations within the City limits, as listed in the Collection Agreement.

G. OTHER NEW AND ENHANCED SERVICES

Organized by Collection Agreement section number, the below list includes the new and enhanced services the Cities are requesting be considered as optional services for potential inclusion in the Collection Agreement. New and enhanced services are not to be included in Service Rate Proposals. To the extent Proposers would require additional compensation to provide any or all additional services, Proposers must submit separate figures stating the initial per Service Recipient per month additional Service Rates for each applicable additional service, with due consideration to Service Recipient classifications (i.e., residential vs. commercial vs. industrial). Proposers may propose other optional additional services subject to these same instructions, if desired.

1. Free Bulky Item Waste Collection Service: two (2) free pick-ups per SFD Service Recipient per calendar year (Section 10.11), and five (5) free pick-ups per MFD Service Recipient per calendar year (Section 11.10).
2. Abandoned Waste Removal, upon request from City, in accordance with Service Recipient Rates (Section 14.01.6).

H. GOOD CORPORATE CITIZENSHIP / VALUE-ADDED SERVICES

The selected Contractor may provide additional good corporate citizenship / value-added services for the City to consider. Refer to Section 3.3: Proposal Section 6 (Proposal Service Alternatives and Collection Agreement Exceptions) for additional detail regarding submitting alternatives and exceptions to this RFP. Additional costs associated with each good corporate citizenship / value-added service are to be separately accounted for using the forms provided in Section 5.

I. EDUCATION AND OUTREACH PLAN

1. The selected Contractor must provide ongoing and effective Education and Outreach to all Service Recipients in the City to assist the City in meeting its diversion requirements and goals. The Education and Outreach Plan may involve the development of education and outreach materials, staffing at City-Supported Events, a City-specific website that fully explains the selected Contractor's services and Service Rates, effectively promotes the diversion options offered to Service Recipients, and allows Service Recipients to submit service changes, inquiries, complaints, or queries, as well as other social media platforms, and other strategies. The Proposer must include specific details of the proposed Education and Outreach Plan, how the program will be managed, and how effectiveness of the program will be measured on an ongoing basis. These indicators are to be incorporated into the ongoing reports provided to the City, and the City reserves its rights to redirect the selected Contractor's efforts or require additional selected Contractor efforts if the Education and Outreach Plan is not showing measurable and tangible results as proposed.
2. Education and Outreach Plan responsibilities will include, but are not limited to, the following:
 - a. Recycling and Organic Waste program implementation, including conducting on-site waste audits and providing written summary reports for all Service Recipients at least once per year for the first three (3) years of the term. Thereafter, on-site waste audits will be conducted for a minimum of fifty percent (50%) of Commercial Service Recipients, with the primary focus on those Service Recipients with the lowest program participation or diversion. The results of the waste audits and ongoing AB 341, AB 1826, and SB 1383 compliance reports will be provided to the City.
 - b. Educate City staff and Service Recipients as appropriate, regarding Applicable Law and other State legislation.
 - c. Develop and distribute both written and electronic public education and outreach material to Service Recipients.
 - d. Update City-specific webpage at least annually.
 - e. Advise appropriate personnel (management, employees, janitors, etc.) at MFD and Commercial Service Recipients on methods and recommendations to increase recycling and decrease landfilling (i.e., how to maximize diversion and provide educational materials, posters, labels, etc.).
 - f. Inform and educate Service Recipients on the full range of all services being offered, including Cart and Bin exchange and cleaning, Clean-Up Day annual

- events, Bulky Waste Collection, and availability of Kitchen Food Waste Pails.
 - g. Advise Service Recipients on the selection of collection services and container sizes to maximize diversion, and the potential cost control if a Service Recipient takes recommended actions to increase diversion.
 - h. Educate Service Recipients, especially MFD and Commercial Service Recipients, on how to participate in Recycling and Organic Waste diversion programs and how to decrease or eliminate contamination; and
 - i. Educate and train staff and custodians on best practices for recycling and waste reduction, and on availability and use of in-house recycling containers.
3. Upon award of solid waste services Collection Agreement, the selected Contractor will meet with key City staff monthly to review, at a minimum, program performance, current and anticipated activities, specific outreach performed to promote high participation in diversion programs, ability for Service Recipients to change service levels, awareness of and participation in Bulky Waste Collection, methods to monitor contamination, and Service Recipient service messaging on diversion programs. The selected Contractor may use subcontractors to perform some or all the duties normally assigned to outreach staff. The City will approve any such subcontractors in advance.

The City will approve the specific program activities associated with the Education and Outreach Plan, and the selected Contractor's Education and Outreach Plan will be included as an Exhibit to the final executed solid waste services Collection Agreement.

J. COLLECTION CONTAINERS

1. The selected Contractor must provide Collection Containers that are compliant with SB 1383. Each container must be in a color distinctive to each use, and all containers for the same use shall be colored the same. The following colors shall be used for collection container lids: Garbage (black or grey); Recyclable Materials (blue); and Organic Waste (green). Each container shall be marked with an adhesive label or imprinted with its intended usage in letters and pictures. The label shall specify what materials are allowed to be placed in each container. Labels must represent acceptable versus unacceptable items in written or graphic form both in English and Spanish.
2. The selected Contractor must provide Carts ranging in size, including 20, 32, 64, and 96 gallons. The selected Contractor must also provide Bins ranging in size from 1- to 6-cubic-yard capacity for collection from MFD Service Recipients, Commercial Service Recipients, and City facilities, except for Organic Waste Bins, which shall be provided in sizes ranging from 1- to 2-cubic-yard capacity. The cost for this service is to be bundled in the Collection Service Rates and not charged as a separate cost to the Service Recipient. Proposer's Cart and Bin specifications will be included in the final Collection Agreement. The City may inspect the condition of the Carts and Bins and may require immediate replacement of Carts or Bins if they are determined by the City not to be in good working order or visually acceptable appearance.
3. The City anticipates that during the term of the proposed solid waste services Collection Agreement, Carts will need to be repaired and/or replaced with new Carts.

Accordingly, all new Carts will have heavy duty wheels, attached hinged lids, and be designed to be resistant to inadvertent tipping due to high winds. All new or replacement Carts must be compatible with automated collection and similar to the existing Carts. The City will approve the specific colors of the Carts (blue for Recyclable Material, green for Organic Waste, and black or grey for Garbage) and Cart design (square, rectangular, tall, short). The lids and bases on all Carts must have matching colors or as approved by SB 1383. All new or replacement Carts will be manufactured with a minimum twenty percent (20%) recycled material content and come with a ten (10) year warranty against defects. The City strongly encourages new and replacement Carts to be made of materials with a higher recycled content than twenty percent (20%) post-consumer material. The City also requires that all new or replacement Carts be hot-stamped, embossed, or labeled/decaled with "Disposal Company", a unique identification number, and images of the type of materials to be collected (i.e., Garbage, Organic Waste, Recyclable Material). All Carts shall also contain instructions for proper usage. If any of the above is accomplished via labels or decals, such labels or decals must be maintained and/or replaced as necessary throughout the term to maintain a near new appearance. All writing on the Carts shall be in both English and Spanish.

4. Each Service Recipient is entitled to the replacement of one (1) lost, destroyed, or stolen Cart, per type (Garbage, Organic Waste, Recyclable Material) of Cart, every five (5) years during the term of the Collection Agreement at no cost to the Service Recipient. Except in the case of a Cart that must be replaced because of damage caused by selected Contractor or in the case where selected Contractor elects to replace a Cart rather than repair it on-site, selected Contractor will be compensated for the cost of those replacements in excess of one (1) per type of Cart per Service Recipient during the term of the Collection Agreement. This provision is intended to be applied on a per Cart type, individual Service Recipient basis, and accordingly each Service Recipient could receive up to three (3) replacement Carts, one (1) of each type, every five (5) years during the term of the contract. Within five (5) Workdays of notification by the City or a Service Recipient of the need for such replacement, selected Contractor must replace the Cart.
5. Repair of Garbage, Recyclable Materials, and Organic Waste Carts. The selected Contractor is responsible for the repair of Carts, including, but not limited to, hinged lids, wheels, and axles. Within five (5) Workdays of notification by the City or a Service Recipient of the need for such repairs, selected Contractor must repair the Cart or, if necessary, remove the Cart for repairs and deliver a replacement Cart to the Service Recipient. Collection Container repair also includes the removal of graffiti from the Collection Container.

K. COLLECTION VEHICLES

1. Upon commencement of the Collection Agreement and throughout the term of the Collection Agreement, the selected Contractor must provide collection vehicles that comply with federal, state, regional, and local clean air and safety standards. The specific type of fuel to be used is to be proposed by the Proposers. Proposers also must demonstrate how their collection vehicles will comply with CARB regulations, including ACF and ZEV regulations.

2. The City is also concerned with additional wear to the City's streets from collection vehicles. The City is interested in collection methods and collection vehicles that minimize wear on the City's streets. Proposers must specify the gross operating weight of the collection vehicles, as well as the methods to monitor, report, and eliminate overweight collection vehicles from operating within the City.
3. Proposers are required to provide a description of how their collection vehicles and collection methods will minimize wear on the City's streets.
4. All collection vehicles will be equipped with GPS tracking devices that can be used to record start and stop times, vehicle locations, and maximum speed. All collection vehicles must meet federal, state, and local maximum noise standards, and be repainted at least once every five (5) years, or as reasonably determined by the Collection Agreement Administrator to maintain a positive public image.

Additional details on specific vehicle requirements can be found in the Collection Agreement.

L. COLLECTION HOURS AND DAYS, AND OFFICE HOURS

1. SFD collection hours shall be between 6 a.m. and 6 p.m., Monday through Friday. MFD collection hours shall be between 6 a.m. and 6 p.m., Monday through Friday. Commercial and City collection hours shall be between 5 a.m. and 6 p.m., Monday through Saturday. Commercial collection adjacent to Residential Premises shall be between 6 a.m. and 6 p.m. Monday through Saturday. The City may also require restricted collection hours in areas impacted by commute traffic, road repair, around schools, in areas where commercial collection is within six hundred (600) feet of residential housing, or where continued noise complaints about collection vehicles have occurred.
2. In-person Office Hours shall be, at a minimum, from 8:00 a.m. to 5:00 p.m. daily on weekdays. A representative of the selected Contractor shall be available during office hours for communication with the public at selected Contractor's principal office. The selected Contractor shall maintain a local or toll-free telephone number during both normal office hours and after-hours, and an answering service during all hours other than normal office hours.
3. Proposers must retain an office within the City limits, or, with permission from the City, at some other location nearby, at which customers may attend in person to pay bills or ask questions.

M. DIVERSION STANDARDS

The selected Contractor will be responsible for diverting from disposal at least fifty (50%) of all materials the selected Contractor collects from all services under the provisions of the Collection Agreement, starting July 1, 2025, measured annually. The Proposer must also provide their methodology for assisting the City in achieving the State's seventy-five percent (75%) diversion goal.

N. DISPLACED EMPLOYEES

1. The City requires that the selected Contractor offer employment to displaced employees of the prior contractor(s) (and, if applicable, subcontractors). Proposers shall include a declaration of intent in the cover letter of their Proposal, indicating their agreement to retain the employees of the prior contractors/subcontractors until such employees leave employment or are terminated for cause. In the declaration, Proposers shall confirm that offers of employment to displaced employees will be at or in exceedance of prior pay and benefit rates. Any Proposer that fails to include such a declaration in the cover letter of its Proposal may be considered non-responsive, and, if so, its Proposal will not receive further consideration.
2. Prior to contract award, the City will require the selected Contractor to affirm its commitment to provide offers of employment to displaced employees, including the provision to employ displaced employees at pay and benefit rates meeting or exceeding current rates. The City will also require the selected Contractor to agree to make information about wage rates, benefits, and job classifications of employees available to the City prior to subsequent procurement for solid waste collection and transportation services.

O. CUSTOMER SERVICE AND BILLING

1. The selected Contractor shall be responsible for the billing and collection of payments for all Integrated Waste Management Services. The selected Contractor must charge Service Recipients the Service Rates approved by the City, and such Service Rates may be adjusted under the Collection Agreement.
2. The selected Contractor shall not charge the City for the inclusion of additional educational or other materials included in the regular invoices.
3. If a Customer's payment becomes more than one hundred twenty (120) days past due, selected Contractor may request approval from the City to suspend service to that account until payment is received.

P. SERVICE RATES

1. The City wishes to provide incentives for residents and businesses to actively participate in Recycling and Organic Waste programs, while not being required to over-subscribe for services. Service Rates will be based on the Garbage, Organic Waste, and Recycling container capacity, and/or the number of containers and frequency of collection.
2. Maximum Services Rates will be effective July 1, 2025, and will be adjusted beginning July 1, 2026, and each January 1 thereafter during the term of the Collection Agreement. The methodology is per the terms and conditions of the Draft Collection Agreement, Section 6.03.

Q. CONTRACTOR'S PAYMENTS TO THE CITY

The selected Contractor will pay to the City the following fees:

1. **Procurement Reimbursement:** The selected Contractor shall reimburse the City a one-time two hundred thousand dollars (\$200,000) fee for the cost of the Collection Agreement solicitation, evaluation, negotiation, and award process. This one-time payment is due within thirty (30) days of the Effective Date of the Collection Agreement and is not recoverable from any compensation under the Agreement.
2. **Franchise Fee:** The selected Contractor shall pay applicable franchise fees established by the City. For the purposes of submitting Proposals, Proposers shall assume that the franchise fee in the City will be 10% of Gross Revenues for Collection Services provided in the City.

R. ADJUSTMENT TO FEES

The City may adjust the fees described in this Section and the Collection Agreement at any time during the Term of the Collection Agreement. All changes in the total amount of fees to be collected by selected Contractor and remitted to the City shall be promptly reflected in an adjustment in Service Rates, such that the selected Contractor shall be fully compensated in its Service Rates for all such fees.

S. BILLING AUDIT, FINANCIAL AUDIT, AND PERFORMANCE REVIEW

Only if requested by the City, a billing audit, financial audit, and performance review may be conducted up to two times during the initial term. The Contractor is responsible for paying for one hundred percent (100%) of the Billing Audit and Performance Reviews, not to exceed \$85,000 per review.

T. SFD COLLECTION SERVICE ALTERNATIVES

Proposers are encouraged to present an alternative collection service plan wherein all SFD Customers would receive Garbage Collection Service on an every-other-week schedule, with Recycling Collection Service on alternating weeks between Garbage Collection Service. Organic Waste collection would remain a weekly service. If put forward, this alternative Collection Service should be accompanied by an alternative rate schedule.

SECTION 5.0 REQUIRED FORMS

Proposers that attended the Mandatory Pre-Proposal Video Conference must submit their original signed Form A as part of their Proposal. Additionally, Proposers must complete and submit Forms B - K on the following pages as part of their Proposal. Failure to complete and submit the required forms may result in disqualification from this RFP process.

- Form A: COMMUNICATION PROTOCOL
- Form B: PROPOSER'S STATEMENT OF ORGANIZATION
- Form C: CERTIFICATION OF NON-GRATUITIES
- Form D: CONTAINER SPECIFICATIONS
- Form E: VEHICLE SPECIFICATIONS
- Form F: NON-COLLUSION AFFIDAVIT OF PROPOSER
- Form G: SERVICE RECIPIENT RATE PROPOSAL SUMMARY AND SIGNATURE
- Form H: PASS/FAIL REQUIREMENTS
- Form I: NOTICE TO PROPOSERS REGARDING CONTRACTUAL REQUIREMENTS
- Form J: REFERENCES
- Form K: SERVICE RATES

**Form A
COMMUNICATION PROTOCOL**

The City of Sebastopol commits to a procurement process for Integrated Waste Management Collection Services to be open, objective, and carefully monitored. The following rules will be adhered to and enforced.

Until the City Council awards the Collection Agreement, all contact between participants, participants' subcontractors, participants' affiliates, participants' lobbyists, legal, or political advisors, or any individual or entity that may be assisting the participant in preparing a response to this RFP, or providing work to the participant should participant be selected, and the City, shall be in writing by email to:

City of Sebastopol
Mary Gourley, Assistant City Manager / City Clerk
Email: mgourley@cityofsebastopol.gov

All communications between the City and a participant, along with the related responses, will be transmitted simultaneously to all participants that have signed into and attended the Mandatory Pre-Proposal Video Conference and will be included as part of the evaluation record.

Any participant who fails to recognize or use this process of communication will be notified of its violation and may be subject to disqualification from the selection process at the sole discretion of the City.

Any contact or attempt to contact or directly interact with any elected or appointed official for the purpose of obtaining information or influencing the RFP Process, including the selection process, must be disclosed in compliance with the provisions of this Form A, and failure to do so will be grounds for determination of non-compliance and disqualification from the selection process.

All participants must acknowledge and sign this statement as part of the RFP process. All participants must provide a signed version of this statement electronically by the date of the Mandatory Pre-Proposal Video Conference (June 19, 2024). Participants that do not provide this signed statement will be disqualified from this procurement process.

On behalf of my company/agency, I understand and accept the rules established in this statement.

Company Name: _____
(Print or Type)

Representative: _____ Title: _____
(Print or Type)

Primary Representative Phone Number: _____

Primary Representative Email: _____

Signature: _____ Date: _____
(Sign in Ink)

**Form B
PROPOSER'S STATEMENT OF ORGANIZATION**

1. Full Name of Business Concern (Proposer):

Principal Business Address:

2. Principal Contact Person(s):

Name: _____
Phone Number: _____

3. Form of Business Concern:

Corporation Partnership Joint Venture LLC Other _____

4. Provide names of partner(s) or officer(s) as appropriate and indicate if the individual has the authority to sign in name of Proposer. Provide proof of the ability of the individuals so named to legally bind the Proposer.

_____ Name, Title	_____ Address
_____ Name, Title	_____ Address

If a corporation, in what state incorporated: _____

Date Incorporated: _____
Month Day Year

5. If a Joint Venture, LLC, or Partnership, date of Agreement: _____

Form B
PROPOSER'S STATEMENT OF ORGANIZATION

6. List all subcontractors participating in this Collection Agreement:

Name: _____ Address: _____

a) _____

b) _____

c) _____

d) _____

7. Outline specific areas of responsibility for each firm listed in Question 6 above. Please include total hours or percentage of time subcontractor will spend.

a) _____

b) _____

c) _____

d) _____

8. Identify the provisions of any agreement between parties which assigns legal or financial liabilities or responsibilities:

9. If responding firm(s) are a partially or fully-owned subsidiary of another firm, or share common ownership with another firm, please identify the firms and relationships.

**Form C
CERTIFICATION OF NON-GRATUITIES**

TO: THE CITY OF SEBASTOPOL

CERTIFICATION

This is a written certification, signed under penalty of perjury, stating that no persons acting on behalf of _____ has paid, or offered or attempted to pay, any elected or appointed official, officer, or employee of the City any compensation or consideration, in any form whatsoever, in connection with obtaining or entering into this Collection Agreement .

Name

Title

Signature

Date

Form D.1
CART SPECIFICATIONS
 (Complete 1 form for each service offered)

<p>1. Select services provided:</p> <p><input type="checkbox"/> Garbage</p> <p><input type="checkbox"/> Recyclable Material</p> <p><input type="checkbox"/> Organic Waste (Yard Trimmings only)</p> <p><input type="checkbox"/> Organic Waste (Yard Trimmings <u>and</u> Food Waste)</p> <p><input type="checkbox"/> Food Waste only</p>	<p>2. Will the container be new or used?</p> <p><input type="checkbox"/> New</p> <p><input type="checkbox"/> Used</p>
--	---

3. Manufacturer: _____

4. Material of Construction: _____

5. Recycled Content (percentage): _____

6. Manufacturing Method (rotational molding, injection molding, other):

Container Size	20-gal	35-gal	65-gal	95-gal
7. Color	_____	_____	_____	_____
8. Durability (in service years)	_____	_____	_____	_____
9. Cost of Each Container	_____	_____	_____	_____
10. Dimensions of Each Container (length x width x height)	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
11. Wheel Size	_____	_____	_____	_____
12. Manufacturer's Warranty	_____	_____	_____	_____

Form D.2
BIN SPECIFICATIONS
 (Complete 1 form for each service offered)

1. Select services provided: <input type="checkbox"/> Garbage <input type="checkbox"/> Recyclable Material <input type="checkbox"/> Organic Waste (Yard Trimmings only) <input type="checkbox"/> Organic Waste (Yard Trimmings <u>and</u> Food Waste) <input type="checkbox"/> Food Waste only	2. Will the container be new or used? <input type="checkbox"/> New <input type="checkbox"/> Used
---	--

3. Manufacturer: _____

4. Material of Construction: _____

5. Recycled Content (percentage): _____

6. Manufacturing Method (rotational molding, injection molding, other):

Container Size	1-yd	2-yd	3-yd	4-yd	5-yd	6-yd	7-yd
7. Color	_____	_____	_____	_____	_____	_____	_____
8. Durability (in service years)	_____	_____	_____	_____	_____	_____	_____
9. Cost of Each Container	_____	_____	_____	_____	_____	_____	_____
10. Dimensions of Each Container (length x width x height)	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____
11. Wheel Size	_____	_____	_____	_____	_____	_____	_____
12. Manufacturer's Warranty	_____	_____	_____	_____	_____	_____	_____

Form D.3
ROLL-OFF CONTAINER SPECIFICATIONS
 (Complete 1 form for each service offered)

1. Select services provided: <input type="checkbox"/> Garbage <input type="checkbox"/> Recyclable Material <input type="checkbox"/> Organic Waste (Yard Trimmings only) <input type="checkbox"/> Organic Waste (Yard Trimmings <u>and</u> Food Waste) <input type="checkbox"/> Food Waste only	2. Will the container be new or used? <input type="checkbox"/> New <input type="checkbox"/> Used
---	--

3. Manufacturer: _____

4. Material of Construction: _____

5. Recycled Content (percentage): _____

6. Manufacturing Method (rotational molding, injection molding, other):

Container Size	10-yd	15-yd	20-yd	30-yd	40-yd
7. Color	_____	_____	_____	_____	_____
8. Durability (in service years)	_____	_____	_____	_____	_____
9. Cost of Each Container	_____	_____	_____	_____	_____
10. Dimensions of Each Container (length x width x height)	_____	_____	_____	_____	_____
11. Wheel Size	_____	_____	_____	_____	_____
12. Manufacturer's Warranty	_____	_____	_____	_____	_____

Form E VEHICLE SPECIFICATIONS (Complete 1 form for each vehicle of service provided)			
1. Select Service:			
<input type="checkbox"/> Garbage	<input type="checkbox"/> Recyclable Material	<input type="checkbox"/> Organic Waste	<input type="checkbox"/> Other: _____
New <input type="checkbox"/> or Refurbished <input type="checkbox"/>			
2. Manufacturer and Model			
a. Cab and Chassis	_____		
b. Body	_____		
c. Engine	_____		
d. Transmission	_____		
3. Cab and Chassis:			
a. Cab Height	_____		
b. Number of Axles	_____		
c. Overall Length with Body Mounted	_____		
4. Body:			
a. Type of Body	_____		
b. Rated Capacity	_____		
c. Practical or Net Capacity	_____		
d. No. of Collection Compartments	_____		
e. Net Capacity of Each Compartment	_____	cubic yards	
f. Overall Body Length	_____	inches	
g. Body Height	_____	inches	
h. Body Width	_____	inches	
i. Loading Height Above Ground	_____ (inches)	Minimum	_____ (inches) Maximum
5. Weight	_____	GVW (lbs.)	_____ Tare (lbs.)
6. Will the vehicles be owned, leased, or other?			
7. Purchase/lease cost of each vehicle	\$ _____		
8. Fuel type			
9. Fuel usage	_____	mpg	
10. Average fuel per fill	_____	gal/fill	
11. Average fills per day	_____	fills/day	
12. Average fills per week (M-F)	_____	fills/week	
13. Emissions rating			
a. CO	_____	g/bhp/hr.	
b. HC (total hydrocarbons)	_____	g/bhp/hr.	
c. NO _x	_____	g/bhp/hr.	
d. Particulate Matter	_____	g/bhp/hr.	
14. Safety Features			
15. Color			
16. GPS Monitoring and Tracking Features			

**Form F
NON-COLLUSION AFFIDAVIT OF PROPOSER and
DISCLOSURE OF NON-COMPETE AGREEMENTS**

State of _____ County of _____, being duly sworn, deposes and says that:

- 1. S/he is _____ of _____, the Proposer that has submitted the attached Proposal.
- 2. S/he is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal.
- 3. Such Proposal is genuine and is not a collusive or sham Proposal.
- 4. Neither said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Collection Agreement for which the attached Proposal has been submitted or to refrain from proposing in connection with such Collection Agreement, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm, or person to fix the price or prices in the attached RFP, or of any other Proposer, or to fix any overhead, profit, or cost component of the Proposal or the response of any other Proposer, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Sebastopol, CA, or any person interested in the proposed Collection Agreement.
- 5. The rate Proposal in the attached RFP is fair and proper and is not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.
- 6. Proposer must list the names of any and all other solid waste service providers and/or affiliates that it has a "non-compete" agreement with that prohibits the other solid waste services provider from proposing on services as requested in this RFP. Failure to disclose this information will result in immediate disqualification from this RFP process.

Signed

Title

Form G
SERVICE RECIPIENT RATE PROPOSAL
SUMMARY AND SIGNATURE

In preparing the Rate Proposal Forms, Proposers should be aware of the following:
All collection Service Rates proposed on these forms for the City shall be fixed through September 30, 2025, and should reflect service requirements as specified in the Collection Agreement.

The Undersigned hereby certifies as follows:

That _____ have personally and carefully examined the specifications and instructions for the work to be done as set forth in Sections 1-5 of this RFP and the Collection Agreement (Attachment 1).

That _____ have made examination of the services as applicable to the Proposal, and fully understand the character of the work to be done.

That _____ agrees to pay the City the Reimbursement for the Cost of the Procurement Process within 30 days of **award** of the Collection Agreement.

That, having made the necessary examination, the undersigned hereby proposes to furnish all materials, vehicles, plant, equipment, and facilities, and to perform all labor and services which may be required to do said work with the time fixed and upon the terms and conditions provided in the Collection Agreement, at the Service Rates set forth on the Rate Proposal Forms set forth below:

PROPOSER: _____

President/Partner/Owner/Managing Member _____

Secretary _____

Firm Name _____

Individual: Partnership: Joint Venture: LLC:
Corporation: _____, A _____ Corporation (State of Incorporation)

Signature Instructions:

If business is a CORPORATION, name of the corporation should be listed in full and both President and Secretary must sign the form, OR if one signature is permitted by corporation by-laws, a copy of the by-laws shall be furnished to the City as part of the Proposal.

If business is a PARTNERSHIP, the full name of each partner should be listed followed by d/b/a (doing business as) and firm or trade name; any one partner may sign the form.

If the business is a LIMITED LIABILITY COMPANY, the Managing Member must sign the form.

If the business is INDIVIDUAL PROPRIETORSHIP, the name of the owner should appear followed by d/b/a and name of the company.

If business is a JOINT VENTURE, the full name of each joint venturer should be listed in full and each joint venturer must sign the form, OR if one signature is permitted by the joint venture agreement or by-laws, a copy of the agreement or by-laws shall be furnished to the City as part of the Proposal.

Signature: _____ Date: _____

Form H
PASS/FAIL REQUIREMENTS

PROPOSER NAME: _____
(name of the entity that will sign the Collection Agreement in the event one is awarded)

Key Contact Information

Name: _____

Title: _____

Address: _____

Telephone Number: _____

Email: _____

The Undersigned hereby certifies as follows (initial next to each statement):

_____ The Proposer has attended the Mandatory Pre-Proposal Video Conference held on June 19, 2024, starting at 2 p.m. PT.

_____ The Proposer has provided all required items in Section 1 of their Proposal, including Cover Letter, Executive Summary, Performance Bond Commitment Letter, and Signed Copies of Addenda.

_____ The Proposer will provide a cashier's check in the amount of \$25,000 to 7120 Bodega Avenue, Sebastopol, CA, 95472, by August 2, 2024, at 4:00 p.m. PT.

_____ The Proposer certifies that Proposer has agreed to meet the specifications and instructions for the services to be done as set forth in Sections 1-5 of this RFP.

_____ The Proposer certifies that Proposer has agreed to meet the specifications and requirements as set forth in the Collection Agreement (Attachment 1).

_____ The Proposer certifies that Proposer has made an examination of the services as applicable to the Proposal, and fully understands the character of the work to be done.

_____ The Proposer warrants that the requirements of the Collection Agreement as described in this RFP, its enclosures, and all addenda have been thoroughly reviewed and the Proposer has conducted all due diligence necessary to confirm material facts upon which the Proposal is based.

_____ The Proposer agrees to pay one hundred percent (100%) of the cost of each of the two (2) **Performance Reviews**, during the initial term of the Collection Agreement. This amount will be escalated annually by the same percentage increase of percentage change in the Consumer Price Index for Water-Sewer-Trash (CPI-WST) used to adjust Service Rates. Adjusted cost shall be rounded to the nearest cent.

_____ The Proposer agrees to submit a **Performance Bond or Letter of Credit** in the amount of **one million dollars (\$1,000,000)** to City upon Agreement award, effective July 1, 2025.

_____ The Proposer agrees to reimburse the City for the solicitation, evaluation, and award of this procurement process, in an amount set by the City. This one-time payment is due and payable to the City within thirty (30) days after the Effective Date of the Collection Agreement.

_____ The Proposer acknowledges the validity of the Proposal contents, including proposed Service Rates and pricing for a period of two hundred ten (210) days from the Proposal due date.

Having made the necessary examination, the undersigned hereby proposes to furnish all materials, vehicles, plans, equipment, and facilities, and to perform all labor and services which may be required to do said work within the time fixed and upon the terms and conditions provided in the Collection Agreement (Attachment 1), at the Service Rates set forth on Form K (Section 5 of RFP):

PROPOSER: _____

President/Partner/Owner/Managing Member _____

Secretary _____

Firm Name _____

Form H
PASS/FAIL REQUIREMENTS

Individual: Partnership: Joint Venture: LLC:
 Corporation: _____, A _____ Corporation (State of Incorporation)
Signature: _____ Date: _____

Signature Instructions:

If business is a CORPORATION, name of the corporation should be listed in full and both President and Secretary must sign the form, OR if one signature is permitted by corporation by-laws, a copy of the by-laws shall be furnished to the City as part of the Proposal.

If business is a PARTNERSHIP, the full name of each partner should be listed followed by d/b/a (doing business as) and firm or trade name; any one partner may sign the form.

If the business is INDIVIDUAL PROPRIETORSHIP, the name of the owner should appear followed by d/b/a and name of the company.

If the business is a LIMITED LIABILITY COMPANY, the Managing Member must sign the form.

If business is a JOINT VENTURE, the full name of each joint venturer should be listed in full and each joint venturer must sign the form, OR if one signature is permitted by the joint venture agreement or by-laws, a copy of the agreement or by-laws shall be furnished to the City as part of the Proposal.

Form I

NOTICE TO PROPOSERS REGARDING CONTRACTUAL REQUIREMENTS

1. SUMMARY OF CONTRACT REQUIREMENTS

- a. A contract is required for any service performed on behalf of the City. Work cannot begin until the contract has been fully executed by both parties.

2. SUMMARY OF INSURANCE REQUIREMENTS

- a. These are the Insurance Requirements for Contractors providing services or supplies to the City. By agreeing to perform the work or submitting a Proposal, you verify that you comply with and agree to be bound by these requirements. When Contract documents are executed, the actual Contract language and Insurance Requirements may include additional provisions as deemed appropriate by City's Risk Manager.
- b. Article 27 of the Collection Agreement (Attachment 1) contains the City's explicit minimum requirements for insurance, summarized by the information provided below.
- c. You should check with your Insurance advisors to verify compliance and determine if additional coverage or limits may be needed to adequately insure your obligations under this Collection Agreement. These are the minimum required and do not in any way represent or imply that such coverage is sufficient to adequately cover the Contractor's liability under this Collection Agreement. The full coverage and limits afforded under Contractor's policies of Insurance shall be available to Buyer, and these Insurance Requirements shall not in any way act to reduce coverage that is broader or includes higher limits than those required. The Insurance obligations under this Collection Agreement shall be: (1) all the Insurance coverage and limits carried by or available to the Contractor; or (2) the minimum Insurance requirements shown in this agreement, whichever is greater. Any insurance proceeds in excess of the specified minimum limits and coverage required, which are applicable to a given loss, shall be available to the City.
- d. Contractor shall furnish the City with original Certificates of Insurance, including all required amendatory endorsements, and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the City before work begins. City reserves the right to require full-certified copies of all Insurance coverage and endorsements.

3. INSURANCE

a. General Insurance Requirements

- i. All insurance shall be primary insurance and shall name City Sebastopol as an additional insured. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under the policy if not named as an additional insured, and an additional insured shall not be held liable for any premium or expense of any nature on the policy or any extension thereof solely because they are an additional insured thereon.

- ii. If the operation under this Collection Agreement results in an increased or decreased risk in the opinion of the City's Risk Manager, then Contractor agrees that the minimum limits hereinabove designated shall be changed accordingly upon written request by the Risk Manager.
- iii. Contractor agrees that provisions of this Section as to maintenance of insurance shall not be construed as limiting in any way the extent to which Contractor may be held responsible for the payment of damages to persons or property resulting from Contractor's activities, the activities of its subcontractor, or the activities of any person or persons for which Contractor is otherwise responsible.
- iv. A Certificate of Insurance, and an additional insured endorsement (for general and automobile liability), evidencing the above insurance coverage with a company acceptable to the City's Risk Manager, shall be submitted to City prior to execution of this Collection Agreement on behalf of the City.
- v. The terms of the insurance policy or policies issued to provide the above insurance coverage shall provide that said insurance may not be amended or canceled by the carrier for nonpayment of premiums otherwise, without 30 days prior written notice of amendment or cancellation to the City. In the event the said insurance is canceled, Contractor shall, prior to the cancellation date, submit new evidence of insurance in the amounts heretofore established.
- vi. All required insurance must be in effect prior to awarding this Collection Agreement, and it or a successor policy must be in effect for the duration of this Collection Agreement. Maintenance of proper insurance coverage is a material requirement of this Collection Agreement, and the failure to maintain and renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract. If Contractor, at any time during the term of this Collection Agreement, should fail to secure or maintain any insurance required under this Collection Agreement, City shall be permitted to obtain such insurance in Contractor's name at Contractor's sole cost and expense, or may terminate this Collection Agreement for material breach.
- vii. Without limiting any other Contractor obligation regarding insurance, should Contractor's insurance required by this Collection Agreement be cancelled at any point prior to expiration of the policy, Contractor must notify the City within 24 hours of receipt of notice of cancellation. Furthermore, Contractor must obtain replacement coverage that meets all contractual requirements within 10 days of the prior insurer's issuance of notice of cancellation. Contractor must ensure that there is no lapse in coverage.

b. Workers Compensation Insurance

- i. Contractor shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Contractor in the amount required by applicable law. The requirement to maintain Statutory Workers' Compensation and Employer's Liability Insurance may be waived by the City upon written verification that Contractor is a sole

proprietor and does not have any employees and will not have any employees during the term of this Agreement.

c. Commercial General and Automobile Liability Insurance

- i. Contractor, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than \$5,000,000 per occurrence and \$10,000,000 aggregate, combined single limit coverage for risks associated with the work contemplated by this Agreement.

d. Professional Liability Insurance

- i. Contractor, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than \$5,000,000 per occurrence or claim covering the Contractor’s errors and omissions.

e. Cyber Liability Insurance

- i. Limits not less than \$5,000,000 per occurrence or claim, \$10,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Proposer in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines, and penalties, as well as credit monitoring expenses.

f. Technology Professional Liability Errors & Omissions Insurance

- i. Technology Professional Liability Errors and Omissions Insurance appropriate to the Contractor’s profession and work hereunder, with limits not less than \$5,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Proposer in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines, and penalties, as well as credit monitoring expenses.

Questions and requests for modification of these terms must be negotiated and approved prior to bid closing and are at the full discretion of the City.

I have read and understand the above requirements and agree to be bound by them for any work performed for the City.

Authorized Signature: _____ Date: _____

Printed Name: _____

**FORM J
REFERENCES**

**REQUEST FOR PROPOSAL
Solid Waste Management Collection Services
City of Sebastopol, California**

The following are the names, addresses, and telephone numbers of three public agencies for which Proposer has performed work of a similar scope and size within the past three years. If the instructions on this form conflict with the references requested in the scope of work, the scope of work shall govern. Complete this form accordingly. Fill out this form completely and upload it with your Proposal.

1.

Name and Address of Owner / Agency

Name, Email, and Telephone Number of Person Familiar with Proposer

Contract Amount	Type of Work	Date Completed

2.

Name, Email, and Address of Owner / Agency

Name and Telephone Number of Person Familiar with Proposer

Contract Amount	Type of Work	Date Completed

3.

Name, Email, and Address of Owner / Agency

Name and Telephone Number of Person Familiar with Proposer

Contract Amount	Type of Work	Date Completed

The following are the names, addresses, and telephone numbers of all brokers and sureties from whom Proposer intends to procure insurance bonds:

**Form K
SERVICE RATE PROPOSAL - INSTRUCTIONS**

Form K is provided in an Excel workbook. Form K shall be submitted in Excel format electronically via email to _____. In completing your hard copy of the Service Rate Forms, use this Excel Workbook.

Designated Tab	Instruction
<p align="center"><u>Tab A</u></p> <p>SFD 2025 Service Rates</p>	<p>Please include all proposed Maximum Service Rates for services available to SFD Service Recipients.</p> <p>For any of the requested SFD Cart sizes or services that the Proposer does not offer, please fill in as "N/A".</p> <p>If the Proposer has additional SFD container size options or services that are not included in the requested services, please add them into the "Other" section with the corresponding Service Rates.</p>
<p align="center"><u>Tab B</u></p> <p>MFD 2025 Service Rates</p>	<p>Please include all proposed Maximum Service Rates for service levels and items available to MFD Service Recipients.</p> <p>For any of the requested MFD collection container sizes or collection frequencies that the Proposer does not offer, please fill in as "N/A".</p> <p>If the Proposer has additional MFD container size, frequency, or service options that are not included in the requested services, please add them into the "Other" section with the corresponding Service Rates.</p> <p>NOTE: All MFD Garbage Service Rates include the equivalent of one 96-Gallon Recyclable Material Cart and one 96-Gallon Organic Waste Cart. Any increased or additional collection service request for Recycling/Organic Waste/Green Waste/Food Waste will be offset by the included bundled cost of Recycling/Organic Waste/Green Waste/Food Waste.</p> <p>For Example:</p> <ul style="list-style-type: none"> a.) The cost for a 96-Gallon Recycling Cart is \$60 for once-a-week collection. This cost is already included with the bundled Garbage rate. b.) Should the Service Recipient increase the collection frequency to twice a week collection, the cost for Recyclable Material collection is NOT \$120, it is \$60 for the increased collection. c.) The unbundled rate may be \$120 for twice a week collection, however that rate is being offset by the already included once a week collection rate, which results in a twice a week collection rate at \$60.
<p align="center"><u>Tab C</u></p> <p>Commercial 2025 Service Rates</p>	<p>Please include all proposed Maximum Service Rates for service levels and items available to Commercial Service Recipients.</p> <p>For any of the requested Commercial collection container sizes or collection frequencies that the Proposer does not offer, please fill in as "N/A".</p> <p>If the Proposer has additional Commercial collection container size, frequency, or service options that are not included in the requested service levels, please add them into the "Other" section with the corresponding Service Rates.</p>

**Form K
SERVICE RATE PROPOSAL - INSTRUCTIONS**

<p align="center">Tab C Commercial 2025 Service Rates (Continued)</p>	<p>NOTE: All Commercial Garbage Service Rates include the equivalent of one 96-Gallon Recyclable Material Cart and one 32-Gallon Organic Waste Cart per Commercial service unit. Any increased or additional collection service request for Recycling/Organic Waste/Green Waste/Food Waste will be offset by the included bundled cost of Recycling/Organic Waste/Green Waste/Food Waste.</p> <p>For Example:</p> <table border="1"> <tr> <td data-bbox="399 443 526 506">a.)</td> <td data-bbox="526 443 1537 506">The cost for a 96-Gallon Recycling Cart is \$60 for once-a-week collection. This cost is already included with the bundled Garbage rate.</td> </tr> <tr> <td data-bbox="399 506 526 621">b.)</td> <td data-bbox="526 506 1537 621">Should the Service Recipient increase the collection frequency to twice a week collection, the cost for Recyclable Material collection is NOT \$120, it is \$60 for the increased collection.</td> </tr> <tr> <td data-bbox="399 621 526 716">c.)</td> <td data-bbox="526 621 1537 716">The unbundled rate may be \$120 for twice a week collection, however that rate is being offset by the already included once a week collection rate, which results in a twice a week collection rate at \$60.</td> </tr> </table>	a.)	The cost for a 96-Gallon Recycling Cart is \$60 for once-a-week collection. This cost is already included with the bundled Garbage rate.	b.)	Should the Service Recipient increase the collection frequency to twice a week collection, the cost for Recyclable Material collection is NOT \$120, it is \$60 for the increased collection.	c.)	The unbundled rate may be \$120 for twice a week collection, however that rate is being offset by the already included once a week collection rate, which results in a twice a week collection rate at \$60 .
a.)	The cost for a 96-Gallon Recycling Cart is \$60 for once-a-week collection. This cost is already included with the bundled Garbage rate.						
b.)	Should the Service Recipient increase the collection frequency to twice a week collection, the cost for Recyclable Material collection is NOT \$120, it is \$60 for the increased collection.						
c.)	The unbundled rate may be \$120 for twice a week collection, however that rate is being offset by the already included once a week collection rate, which results in a twice a week collection rate at \$60 .						
<p align="center">Tab D Additional 2025 Rates</p>	<p>Please include all proposed Maximum Service Rates for Additional Service Items (Lock Charges, Special Pick-Up Charges, etc.).</p> <p>For any of the supplied Additional Service Items that the Proposer does not offer, please fill in as "N/A".</p> <p>If the Proposer has Additional Service Item options that are not included in the supplied service levels, please add them into the "Other" section with the corresponding Service Rates.</p>						
<p align="center">Tab E Capital Start Cost</p>	<p>Please provide the basis of your startup capital expenses (What are the anticipated startup capital costs for proposed trucks and containers, by line of business?).</p>						
<p align="center">Tab F Proposal Service Alternatives and Collection Agreement Exceptions</p>	<p>Additionally, please provide the proposed changes in proposed Maximum Service Rates associated with each Proposal Service Alternative or Collection Agreement Exception.</p>						

Attachment 1: Draft Solid Waste Collection Agreement

1

2

3

4

5

DRAFT SOLID WASTE COLLECTION AGREEMENT

6

7

Executed Between the

8

City of Sebastopol and _____

9

10

This ___ day of ___ 2024

11

12

TABLE OF CONTENTS
Solid Waste Collection Agreement

13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53

Table of Contents

Article 1. Definitions 5

Article 2. Term of Agreement 18

Article 3. Conditions Governing Services Provided by Contractor 18

Article 4. Franchise Fees and Payments 20

Article 5. General Requirements 21

Article 6. Collection Service Rates 28

Article 7. Collection Service Billing 32

Article 8. Diversion Requirements 34

Article 9. Service Unit Types 37

Article 10. Residential Service 38

Article 11. MFD Service 44

Article 12. Commercial Service 51

Article 13. Industrial Service 57

Article 14. City Services 58

Article 15. Additional Services 60

Article 16. Collection Routes 61

Article 17. Minimum Performance Standards 62

Article 18. Collection Equipment 64

Article 19. Contractor’s Office 68

Article 20. Contractor Support Services 69

Article 21. Emergency Service 75

Article 22. Record Keeping, Reporting Requirements, & Record Requests 76

Article 23. Nondiscrimination 84

Article 24. Service Inquiries and Complaints 84

Article 25. Quality of Performance of Contractor 85

Article 26. Performance Bond 86

Article 27. Insurance 87

Article 28. Hold Harmless and Indemnification 92

Article 29. Default of Agreement 95

Article 30. Modifications to the Agreement 97

Article 31. Dispute Resolution 98

Article 32. Consent to Jurisdiction 99

Article 33. Attorney’s Fees 99

Article 34. Legal Representation 100

Article 35. Conflict of Interest 100

Article 36. Contractor's Personnel 100

Article 37. Exempt Waste 102

54 **Article 38.** Independent Contractor 102

55 **Article 39.** Laws to Govern 102

56 **Article 40.** Assignment 102

57 **Article 41.** Compliance with Laws 103

58 **Article 42.** Permits and Licenses 103

59 **Article 43.** Ownership of Written Materials 103

60 **Article 44.** Waiver 104

61 **Article 45.** Prohibition Against Gifts 104

62 **Article 46.** Point of Contact 104

63 **Article 47.** Notices 104

64 **Article 48.** Transition to Next Contractor 105

65 **Article 49.** Entire Agreement 105

66 **Article 50.** Severability 105

67 **Article 51.** Right to Require Performance 105

68 **Article 52.** All Prior Agreements Superseded 106

69 **Article 53.** Headings 106

70 **Article 54.** Exhibits 106

71 **Article 55.** Commencement Date 106

72 **Exhibit 1** Maximum Service Rates 108

73 **Exhibit 2** List of City Facilities and Service Levels 109

74 **Exhibit 3** Collection Container Specifications 110

75 **Exhibit 4** Transition Plan 113

76 **Exhibit 5** Administrative Charges and Penalties 114

77 **Exhibit 6** Customer Service Plan 118

78 **Exhibit 7** Collection Service Operations Plan 119

79 **Exhibit 8** Processing and Disposal Facilities 122

80 **Exhibit 9** Sustainability and Compliance Plan 123

81 **Exhibit 10** Education and Outreach Plan 127

82 **Exhibit 11** Acceptable Recyclable Materials 128

83 **Exhibit 12** Battery Bucket Locations 129

84 **Exhibit 13** Street Sweeping Service 130

85 **Exhibit 14** Refuse Rate Index Methodology 137

86

87 This Solid Waste Collection Agreement (“Agreement”) is hereby entered into by and between the
88 City of Sebastopol, a general law city existing under the laws of the State of California (“City”), and [NAME
89 OF CONTRACTOR], a California [LEGAL CAPACITY] (“Contractor”), as of _____, 2024, under the terms
90 and conditions set forth herein.

91
92 **RECITALS**

93 The Legislature of the State of California, by enactment of the California Integrated Waste
94 Management Act of 1989 (the “Act”) and subsequent additions and amendments (codified at California
95 Public Resources Code Section 40000 et seq.), has declared that it is in the public interest to authorize and
96 require local agencies to make adequate provisions for garbage collection within their jurisdiction.

97 The State of California has found and declared that the amount of garbage generated in California,
98 coupled with diminishing landfill space and potential adverse environmental impacts from landfilling and the
99 need to conserve natural resources, have created an urgent need for State and local agencies to enact and
100 implement an aggressive integrated waste management program. The State has, through enactment of the
101 Act, directed the responsible State agency, and all local agencies, to promote disposal site diversion and
102 to maximize the use of feasible garbage reduction, re-use, recycling, and composting options to reduce the
103 amount of garbage that must be disposed of in disposal sites.

104 Pursuant to Title 13, Chapter 13.16 of the City’s Municipal Code and California Public Resources
105 Code Section 40059(a) as may be amended from time to time, City has determined that the public health,
106 safety, and well-being require that an exclusive right be awarded to a qualified contractor to provide for the
107 collection of garbage, recyclable materials, and organic waste materials, except for collection of materials
108 excluded in City’s Municipal Code, and other services related to meeting the Act’s fifty percent (50%)
109 diversion goal and other requirements of the Act.

110 City further declares its intent to regulate and set the maximum rates Contractor may charge
111 Service Recipients for the collection, transportation, and processing of garbage, recyclable materials, and
112 organic waste materials.

113 The City Council has determined that Contractor, by demonstrated experience, reputation, and
114 capacity, is qualified to provide for the collection of garbage, recyclable materials, and organic waste
115 materials within the corporate limits of City and the transportation of such material to appropriate places for
116 processing, recycling, composting, and/or disposal; and City Council desires that Contractor be engaged
117 to perform such collection services on the basis set forth in this Agreement; and Contractor has represented
118 that it has the ability and capacity to provide for the collection of garbage, recyclable materials, and organic
119 waste materials within the corporate limits of City; the transportation of such material to appropriate places
120 for processing, recycling, composting, and/or disposal; and the processing of materials.

121 By Resolution No. ____, the City Council of City duly approved this Agreement, together with the
122 Franchise Fee, Contractor payments to City, and other City-imposed fees provided for in the Agreement
123 (collectively “City-Imposed Fees”), and found and determined that such City-Imposed Fees were both
124 necessary and reasonably reflect, or are less than, the actual costs City that will incur in the administration
125 of the contracted services, compliance with mandatory state laws and regulations related to the contracted
126 services, and to mitigate the impacts contracted services will have on City streets.

128 **OPERATIVE PROVISIONS**
129 Now, therefore, in consideration of the mutual covenants, agreements, and consideration contained
130 in this Agreement, City and Contractor agree as follows:

131 **Article 1. Definitions**

132 For the purpose of this Agreement, the definitions contained in this Article apply unless otherwise
133 specifically stated. When not inconsistent with the context, words used in the present tense include the
134 future, words in the plural include the singular, and words in the singular include the plural. Use of the
135 masculine gender includes the feminine gender. The meaning of terms or words not defined in this Article
136 will be as defined in the Integrated Waste Management Act, or if not defined therein, then as commonly
137 understood in the Solid Waste Collection industry when the common understanding is uncertain.

138 1.01 AB 341. “AB 341” means State of California Assembly Bill No. 341 approved October 5,
139 2011. AB 341 requires businesses, defined to include commercial or public entities that generate more than
140 4 cubic yards of commercial Solid Waste per week or multifamily residential dwellings of 5 units or more, to
141 arrange for Recycling services and requires jurisdictions to implement a commercial Solid Waste Recycling
142 program.

143 1.02 AB 827. “AB 827” means State of California Assembly Bill No. 827 approved October 02,
144 2019. AB 827 requires businesses that are mandated to recycle under AB 341 (“MCR”) and/or mandated to
145 recycle Organic Waste under AB 1826 (“MORE”) or SB 1383 and that provide customers access to the
146 business, to provide customers with a Recyclable Materials bin and/or Organic Waste Collection bin for those
147 waste streams that is visible, easily accessible, and adjacent to each Bin or Container for trash.

148 1.03 AB 939. “AB 939” or “The Act” means “The California Integrated Waste Management Act
149 of 1989”, codified in part in Public Resources Code §§ 40000 et seq., and such regulations adopted by
150 California Department of Resources Recycling and Recovery (CalRecycle) for implementation of the Act, or
151 its successor agency, including but not limited to, the Jobs and Recycling Act of 2011 (AB 341), SB 1016
152 (Chapter 343, Statutes of 2008 [Wiggins, SB 1016]), and the Mandatory Commercial Organics Recycling Act
153 (AB 1826).

154 1.04 AB 1594. “AB 1594” means State of California Assembly Bill No. 1594, approved
155 September 28, 2014. AB 1594 provides that as of January 1, 2020, the use of green material as Alternative
156 Daily Cover does not constitute Diversion through Recycling and would be considered Disposal.

157 1.05 AB 1826. “AB 1826” means State of California Assembly Bill No. 1826, approved
158 September 28, 2014. AB 1826 requires each jurisdiction, on and after January 1, 2016, to implement an
159 Organic Waste Recycling program to Divert from the landfill Organic Waste from businesses. Each business
160 meeting specific Organic Waste or Solid Waste generation thresholds phased in from April 1, 2016, to January
161 1, 2020, is required to arrange for Organic Waste Recycling services.

162 1.06 AB 3036. “AB 3036” means State of California Assembly Bill No. 3036, approved
163 September 27, 2018. AB 3036 prohibits a County, City, District, or local government agency from subjecting

164 the hauling of certain byproducts from the processing of food or beverages to an exclusive franchise, contract,
165 license, or permit.

166 1.07 Administrative Charges and Penalties. “Administrative Charges and Penalties” means
167 those charges listed in Exhibit 5 to this Agreement.

168 1.08 Agreement. “Agreement” means the written Solid Waste Collection Agreement between
169 the City and the Contractor covering the work to be performed, as well as all contract documents attached to
170 the agreement and made a part thereof.

171 1.09 Agreement Administrator. “Agreement Administrator” means the City Manager, or his or
172 her designee, designated to administer and monitor the provisions of the Agreement.

173 1.10 Agreement Year. “Agreement Year” means each twelve (12) month period from July 1 to
174 June 30 during the Term of this Agreement.

175 1.11 Alternative Fuel Vehicle. “Alternative Fuel Vehicle” means a vehicle whose engine uses a
176 fuel other than gasoline or diesel fuel, such as compressed natural gas (CNG) or other fuel with comparably
177 low emissions of air pollutants regulated under the California Clean Air Act, Health, and Safety Code Section
178 39000 et seq. or the South Coast Air Quality Management District’s rules and regulations including Rule 1193.

179 1.12 Applicable Law. “Applicable Law” shall mean all federal, state, county, and local laws,
180 regulations, rules, orders, judgments, decrees, permits, approvals, or other requirements of any governmental
181 agency having jurisdiction over an aspect of this Agreement that are in force on the Effective Date, and as
182 may be enacted, issued, or amended thereafter, including, without limitation, the City’s Municipal Code, the
183 California Integrated Waste Management Act of 1989 (Public Resources Code Section 40000 et seq.) as
184 amended as of the Effective Date, inclusive (without exclusion to other amendments not referenced here) of
185 AB 939, AB 341, AB 1826, AB 1594, SB 1383, and inclusive of all regulations implementing the same. It shall
186 also include SB 54, the Plastic Pollution Prevention and Packaging Producer Responsibility Act, and the
187 California Air Resources Board Advanced Clean Fleets regulations (2023).

188 1.13 Bin. “Bin” means a metal or plastic waste Container designed or intended to be
189 mechanically serviced by a commercial front-end loader vehicle. It shall be designed to hold from one (1) to
190 six (6) cubic yards of material with the lid properly closed. The specifications for Contractor-provided Bins are
191 set forth in Exhibit 3.

192 1.14 Biohazardous or Biomedical Waste. “Biohazardous or Biomedical Waste” means any
193 waste which may cause disease or reasonably be suspected of harboring pathogenic organisms; included
194 are waste resulting from the operation of medical clinics, hospitals, and other facilities processing wastes,
195 which may consist of, but are not limited to, human and animal parts, contaminated bandages, pathological
196 specimens, hypodermic needles, sharps, contaminated clothing, and surgical gloves.

197 1.15 Box. “Box” means a large open-top rectangular metal Container used to store and transport
198 Solid Waste, Recyclable Materials, Green Waste, Construction and Demolition Debris, or other materials,

199 Collected using a special vehicle equipped with hooks and a winch to pull the Box onto the flat bed of the
200 truck for transport.

201 1.16 Bulky Waste. "Bulky Waste" means furniture, household appliances, automobile tires,
202 shipping crates and containers, carpets, mattresses, oversized yard waste such as tree trunks and large
203 branches if no larger than two feet in diameter and four feet in length, and similar large bulky or heavy items
204 not normally discarded on a regular basis at a residential, commercial, or business establishment and which
205 do not fit in a regular Collection Container and require special handling due to their size but can be Collected
206 and transported without the assistance of special loading equipment (such as forklifts or cranes) and without
207 violating vehicle load limits. "Bulky Items" do not include Construction and Demolition Debris or Electronic
208 Waste, the latter of which is regarded as Universal Waste and the Disposal of which is governed by the
209 Department of Toxic Substances Control.

210 1.17 Business Day. "Business Day" means any Monday through Friday, excluding any holidays
211 as defined in Section 1.57.

212 1.18 Calendar Year. "Calendar Year" means each twelve (12) month period from January 1 to
213 December 31.

214 1.19 Cart. "Cart" means a heavy plastic receptacle with a rated capacity of at least twenty (20)
215 and not more than one hundred (100) gallons, having a hinged tight-fitting lid and wheels, that is provided by
216 the exclusive franchise Solid Waste Contractor, approved by the City, and used by Service Recipients for
217 Collection, accumulation, and removal of Solid Waste from commercial, industrial, or residential Premises in
218 connection with exclusive franchise Solid Waste Collection. The specifications for Contractor-provided Carts
219 are set forth in Exhibit 3.

220 1.20 CERCLA. "CERCLA" means the Comprehensive Environmental Response, Compensation
221 and Liability Act of 1980, 42 U.S.C. Sections 9601 and following, as may be amended and regulations
222 promulgated thereunder.

223 1.21 Change in Law. "Change in Law" means the occurrence of any of the following events after
224 the Effective Date, when such event has a material and adverse effect on the Parties' responsive obligations
225 or the performance of their respective obligations under this Agreement (except for any payment obligations):
226 (i) the enactment, adoption, promulgation, amendment, repeal, judicial interpretation, or formal administrative
227 interpretation of any Applicable Law; (ii) the issuance of any order or judgment of any federal, state, or local
228 court or agency in a proceeding to which a Party is a party, but not to the extent such order or judgment finds
229 the Party asserting there to have been a Change in Law to have been negligent or otherwise at fault; or (iii)
230 the denial, suspension, or termination of any government permit or other entitlement, but not to the extent
231 such denial, suspension, or termination is the result of any act or omission of the Party asserting there to
232 have been a Change in Law.

233 1.22 City. "City" means the City of Sebastopol, California, including any unincorporated areas
234 of the County that may be annexed by the City during the Initial Term and all extensions.

235 1.23 City Collection Service. “City Collection Service” means City Clean-up Service, City
236 Garbage Collection Service, Bulky Waste Collection Service, City Organic Waste Collection Service, City
237 Recyclable Materials Service, and City-Sponsored Events Service as more particularly described immediately
238 below.

239 A. City Clean-up Service. On-call City requested Collection from Agreement
240 Administrator to support City services and operations.

241 B. City Garbage Collection Service. The Collection of Garbage, by Contractor, from
242 City Service Units in the Service Area, and the delivery of that Garbage to the Disposal Facility.

243 C. City Bulky Waste Collection Service. The periodic on-call Collection of Bulky Waste,
244 by Contractor, from City Service Units in the Service Area, and the delivery of that Bulky Waste to the
245 Disposal Facility, Materials Recovery Facility, or such other facility as may be appropriate under the terms
246 of this Agreement.

247 D. City Organic Waste Collection Service. The Collection of Organic Waste, by
248 Contractor, from City Service Units in the Service Area, and the delivery of those Organic Waste materials
249 to the Organic Waste Processing Facility.

250 E. City Recyclable Materials Service. The Collection of Recyclables Materials by the
251 Contractor from City Service Units in the Service Area, and the delivery of those Recyclable Materials to the
252 Materials Recovery Facility.

253 F. City-Sponsored Event Service. On-call Collection Service at City-Sponsored
254 Events.

255 1.24 City Facility. “City Facility” means any building or other site that the City owns, leases, or
256 occupies that are listed in Exhibit 2.

257 1.25 City Manager. “City Manager” means the City Manager of the City of Sebastopol, or his or
258 her designated representative, or any employee of the City who succeeds to the duties and responsibilities
259 of the City Manager.

260 1.26 Collect and Collection and Collected. “Collect”, “Collection”, and “Collected” all refer to the
261 removal of Solid Waste from a Service Unit and transportation to the Disposal Facility, Organic Waste
262 Processing Facility, Materials Recovery Facility, or Transfer Station, as appropriate.

263 1.27 Collection Container. “Collection Container” means a Bin, Cart, Debris Box, or Roll-Off
264 Container that is approved by the Agreement Administrator for use by Service Recipients for Collection
265 Service under this Agreement.

266 1.28 Collection Service. “Collection Service” means Contractor’s obligations under this
267 Agreement to Collect Solid Waste within the Service Area. Collection Service includes Residential Collection
268 Service, Multi-Family Dwelling (MFD) Collection Service, Commercial Collection Service, and City Collection
269 Service.

270 1.29 Collection Vehicle. "Collection Vehicle" means a licensed vehicle that has all required
271 licenses to provide Collection Service and that has been approved by the Agreement Administrator for use
272 under this Agreement.

273 1.30 Commencement Date. "Commencement Date" is that date specified in Section 2.01 of this
274 Agreement.

275 1.31 Commercial Collection Service. "Commercial Collection Service" means Collection Service
276 provided to Commercial Service Units. Commercial Collection Service specifically includes the following:

277 A. Commercial Garbage Collection Service. The Collection of Garbage by Contractor
278 from Commercial Service Units in the Service Area, and the delivery of that Garbage to the Disposal
279 Facility.

280 B. Commercial Organic Waste Collection Service. The Collection of Organic Waste,
281 by Contractor, from Commercial Service Units in the Service Area and the delivery of those Organic Waste
282 materials to the Organic Waste Processing Facility.

283 C. Commercial Recyclable Materials Collection Service. The Collection of Recyclable
284 Materials, by Contractor, from Commercial Service Units in the Service Area, and the delivery of those
285 Recyclable Materials to the Materials Recovery Facility.

286 1.32 Compactor. "Compactor" means any Collection Container which has a compaction
287 mechanism, whether stationary or mobile.

288 1.33 Compost. "Compost" means the act or product of the controlled biological decomposition
289 of Organic Wastes that are Source Separated or are separated at a centralized facility. Compost may also
290 include the product of anaerobic digestion or other conversion technologies.

291 1.34 Construction and Demolition Debris. "Construction and Demolition Debris" means
292 discarded materials removed from Premises, resulting from construction, renovation, remodeling, repair,
293 deconstruction, or demolition operations on any pavement, house, commercial building, or other structure or
294 from landscaping. Such materials include, but are not limited to: "inert wastes" as defined in Public Resources
295 Code Section 41821.3(a)(1) (rock, concrete, brick, sand, soil, ceramics and cured asphalt); gravel; plaster;
296 gypsum wallboard; aluminum; glass; plastic pipe; roofing material; carpeting; wood; masonry; trees; remnants
297 of new materials, including paper, plastic, carpet scraps, wood scraps, scrap metal, building materials, and
298 packaging; and rubble resulting from construction, remodeling, renovation, repair and demolition operations
299 on pavements, houses, commercial buildings, and other structures.

300 1.35 Consumer Price Index (CPI). "CPI" means both the index sets published by the United
301 States Department of Labor, Bureau of Labor Statistics and, more specifically, Consumer Price Index series
302 CUSR0000SEHG, Water and Sewer and Garbage Collection Services in U.S. city average, all urban
303 consumers, seasonally adjusted.

304 1.36 Container. "Container" means a Collection Container.

305 1.37 Contaminant. "Contaminant" means any material or substance placed into or found in a
306 Collection Container, other than the type of Source Separated material for which that Collection Container is
307 intended or reserved. For example, anything that is not Recyclable Materials is a Contaminant if placed into
308 or found in a Recyclable Materials Collection Container. Similarly, anything that is not Organic Waste is a
309 Contaminant if placed into or found in an Organic Waste Collection Container.

310 1.38 Contractor. "Contractor" means _____, which has entered into this Agreement.

311 1.39 County. "County" means Sonoma County, California.

312 1.40 Customer. "Customer" means the owner, occupant, or user of Premises at which Solid
313 Waste is generated and then Collected by Contractor. Customers include Single Family Dwelling (SFD)
314 Customers, Multi-Family Dwelling (MFD) Customers, and Commercial Customers. City is also a receiver of
315 Collection Service, but not a Customer.

316 1.41 Dispose or Disposal. "Disposal" or "Dispose" means the final disposition of Solid Waste at
317 a permitted landfill or other permitted Solid Waste Disposal facility, as defined in California Public Resources
318 Code Section 40192(b).

319 1.42 Disposal Facility. "Disposal Facility" means the permitted place or places listed in Exhibit 8
320 for the Disposal of Garbage or other materials as appropriate and acceptable.

321 1.43 Diversion or Divert. "Diversion" and "Divert" refer to the programs and activities that reduce
322 or eliminate the Disposal of Solid Waste in landfills, which can include source reduction, reuse, salvage,
323 Recyclable Materials, and Composting.

324 1.44 Diversion Compliance. "Diversion Compliance" means compliance with Diversion
325 requirements under the Act and applicable CalRecycle regulations. Should there be a Change in Law for
326 Diversion Compliance, Contractor may request a rate adjustment pursuant to Section 30.02.

327 1.45 Dwelling Unit. "Dwelling Unit" means a building or part of a building designed for residential
328 use by a single independent housekeeping unit and having separate exterior access, toilet, and facilities for
329 cooking and sleeping.

330 1.46 Edible Food. "Edible Food" has the same meaning as found in Section 13.16.010 of the
331 Sebastopol Municipal Code. Edible Food means food intended for human consumption. For purposes of this
332 Agreement, Edible Food is not Solid Waste if it is recovered and not discarded. Nothing in this Agreement
333 requires or authorizes the recovery of food that does not meet the food safety requirements of the California
334 Retail Food Code.

335 1.47 Edible Food Recovery. "Edible Food Recovery" means the actions to Collect and distribute
336 Edible Food and distributing it to local food recovery organizations from places where it would otherwise go
337 to waste, such as, but not limited to, restaurants, grocery stores, produce markets, school cafeterias, or dining
338 facilities.

339 1.48 Effective Date. “Effective Date of Agreement” shall mean the date on which the Agreement
340 is signed by the duly authorized representatives and the parties and delivered by the last of the parties to sign
341 and deliver.

342 1.49 Electronic Waste (E-Waste). “E-Waste” means electronic equipment such as stereos,
343 televisions, computers, and other similar items Collected from SFD Service Units or MFD Service Units.

344 1.50 Exempt Waste. “Exempt Waste” consists of “Excluded Waste” as defined in Section
345 13.16.010 of the Sebastopol Municipal Code as well as Biohazardous or Biomedical Waste, Hazardous
346 Waste, Sludge, automobiles, automobile parts, boats, boat parts, boat trailers, internal combustion engines,
347 lead-acid batteries, dead animals, and those wastes under the control of the Nuclear Regulatory Commission.

348 1.51 Food Waste. “Food Waste” means (1) food scraps, including all edible or inedible food
349 such as, but not limited to, fruits, vegetables, meat, poultry, seafood, shellfish, bones, rice, beans, pasta,
350 bread, cheese, coffee grounds, and eggshells; and (2) food-soiled paper, which is compostable paper
351 material that has come in contact with food or liquid, such as, but not limited to, compostable paper plates,
352 paper coffee cups, napkins, and pizza boxes. Food Waste excludes fats, oils, and grease when such materials
353 are Source Separated from other Food Waste.

354 1.52 Franchise Fee. “Franchise Fee” means a payment that the Contractor has voluntarily
355 agreed to pay to City in consideration of the exclusive rights granted by the City under this Agreement. City
356 and Contractor acknowledge and agree that the amount of the Franchise Fee is the result of bona fide, arms-
357 length negotiations between City and Contractor. Contractor further acknowledges and agrees that the
358 amount of the Franchise Fee represents the City’s costs associated with this Agreement and payment for use
359 of government property. Contractor is not required by this Agreement or any City ordinance, resolution, or
360 regulation to charge the Franchise Fee to Customers. Because the Franchise Fee represents a cost to
361 Contractor in performing services pursuant to this Agreement, Contractor may, in its sole discretion, include
362 an amount equal to the Franchise Fee in Contractor’s compensation.

363 1.53 Garbage. “Garbage” means all putrescible and non-putrescible solid, semi-solid, and
364 associated liquid waste generated or accumulated through the normal activities of a Premises. Garbage does
365 not include Recyclable Materials, Organic Waste, or Bulky Waste that is source-separated and set out for
366 purposes of Collection and Recycling.

367 1.54 Green Waste. “Green Waste” means grass clippings, leaves, landscape and pruning
368 waste, wood materials from trees and shrubs, and other forms of organic materials generated from
369 landscapes or gardens.

370 1.55 Gross Revenue. “Gross Revenue” means all monetary amounts actually Collected or
371 received by Contractor for the provision of all services pursuant to this Agreement, including, but not limited
372 to: all receipts from Service Recipients, inclusive of late charges, contamination charges, Franchise Fees, or
373 any other cost of doing business. “Gross Revenue”, for purposes of this Agreement, does not include
374 revenues generated from the sale of Recyclable Material, Compost, or energy; or grants, cash awards, State

375 of California Department of Conservation payments, or rebates resulting from the performance of this
376 Agreement.

377 1.56 Hazardous Waste. "Hazardous Waste" shall have the meaning set forth in California Code
378 of Regulations, Title 14 §17225.32 and Health and Safety Code §25117, or successor laws and regulations
379 as may be amended from time to time.

380 1.57 Holiday. "Holiday" means New Year's Day, Martin Luther King Jr. Day, Lincoln's Birthday,
381 Washington's Birthday, Cesar Chavez Day, Memorial Day, Juneteenth, Independence Day, Labor Day,
382 Veterans Day, the Wednesday before Thanksgiving, Thanksgiving Day, Christmas Eve Day, Christmas Day,
383 and New Year's Eve Day and any other day recognized by resolution of the City Council.

384 1.58 Household Hazardous Waste (HHW). "HHW" means that waste resulting from products
385 purchased by the general public for household use which, because of its quantity, concentration, or physical,
386 chemical or infectious characteristics, may pose a substantial known or potential hazard to human health or
387 the environment when improperly treated, Disposed, or otherwise managed, or, in combination with other
388 Solid Waste, may be infectious, explosive, poisonous, caustic, or toxic, or exhibit any of the characteristics of
389 ignitability, corrosivity, reactivity, or toxicity as per California Code of Regulations Title 22, Division 4.5,
390 Chapter 11, Section 66261.3.

391 1.59 Kitchen Food Waste Pail. "Kitchen Food Waste Pail" means a plastic receptacle with a
392 rated capacity not exceeding two and one-half (2.5) gallons, having a hinged lid, suitable for use in a SFD
393 Service Unit for temporary storage of SFD Organic Waste that is approved for such purpose by City.

394 1.60 Materials Recovery Facility. "Materials Recovery Facility" means the facility listed in Exhibit
395 8 to which Recyclable Materials are brought for separation into marketable Recyclable Materials.

396 1.61 Maximum Service Rate. "Maximum Service Rate" means the maximum amount that
397 Contractor may charge Service Recipients for Solid Waste Collection, as listed in Exhibit 1, and as may be
398 adjusted in accordance with the provisions of this Agreement.

399 1.62 Multi-Family Dwelling (MFD) Collection Service. "MFD Collection Service" means
400 Collection Service that serves a Multi-Family Dwelling, and specifically includes the following:

401 A. MFD Garbage Collection Service. The Collection of Garbage, by Contractor, from
402 MFD Service Units in the Service Area, and the delivery of that Garbage to the Disposal Facility.

403 B. MFD Bulky Waste Collection Service. The periodic on-call Collection of Bulky
404 Waste, by Contractor, from MFD Service Units in the Service Area and the delivery of those Bulky Waste to
405 the Disposal Facility, Materials Recovery Facility, or such other facility as may be appropriate under the
406 terms of this Agreement. MFD Bulky Waste Collection Service may include the Collection of Bulky Waste
407 using Roll-Off Containers.

408 C. MFD Organic Waste Collection Service. The Collection of Organic Waste, by
409 Contractor, from MFD Service Units in the Service Area, and the delivery of those Organic Waste materials
410 to the Organic Waste Processing Facility.

411 D. MFD Recyclable Materials Service. The Collection of Recyclables Materials by the
412 Contractor from MFD Service Units in the Service Area, and the delivery of those Recyclable Materials to
413 the Materials Recovery Facility.

414 1.63 Municipal Code. “Municipal Code” means the City of Sebastopol Municipal Code.

415 1.64 Non-Collection Notice. “Non-Collection Notice” means a written notice approved by the
416 Agreement Administrator that notifies a Service Recipient of the reason Contractor did not Collect Solid Waste
417 set out for Collection.

418 1.65 Organic Waste. “Organic Waste” has the same meaning as set forth in Section 13.16.010
419 of the Sebastopol Municipal Code and means Food Waste, Green Waste, Wood Waste, and food-soiled
420 paper waste that is mixed in with Food Waste. Plastic bags, including compostable plastic bags, are not
421 accepted in the City’s Organic Materials Collection program unless otherwise determined mutually by City
422 and Contractor. Paper products and printing and writing paper, each as defined in SB 1383, may be placed
423 in either the Recyclable Materials Container or the Organic Waste Container. Carpet and textiles, as well as
424 compostable plastic materials, may not be placed in either the Recyclable Materials Container or the Organic
425 Waste Container.

426 1.66 Organic Waste Collection Service. “Organic Waste Collection Service” means the
427 Collection of Organic Waste from Service Units, and the delivery of those Organic Waste materials to the
428 Organic Waste Processing Facility.

429 1.67 Organic Waste Processing Facility. “Organic Waste Processing Facility” means the facility
430 designed, operated, and legally permitted for the purpose of receiving and processing Food Waste, Green
431 Waste, and Organic Waste listed in Exhibit 8.

432 1.68 Overage. “Overage” means Solid Waste set out for Collection either on top of or outside of
433 a Container or in any manner that either prevents the Container lid from completely closing or potentially
434 causes Solid Waste to spill during Collection by Contractor’s vehicles.

435 1.69 Premises. “Premises” means any land or building in the City where waste is generated or
436 accumulated.

437 1.70 Processing. “Processing” means the acts of receiving, sorting, processing, baling, storing,
438 preparation, and otherwise recovering Garbage, Waste, Animal Waste, Biohazardous or Biomedical Waste,
439 Bulky Waste, Construction and Demolition Debris, Electronic Waste, Food Waste, Hazardous Waste, Organic
440 Waste, Solid Waste, and/or Wood Waste for disposal or transfer to other processors or manufacturers.

441 1.71 Prohibited Container Contaminants. “Prohibited Container Contaminants” means any of
442 the following, but does not include Organic Waste specifically allowed for Collection in a Container that is
443 required to be transported to a high Diversion Organic Waste processing facility if the waste is specifically
444 identified as acceptable for Collection in that Container in a manner that complies with the requirements of
445 14 CCR Section 18984.1, 18984.2, or 18984.3: (A) Non-Organic Waste placed in a Collection Container
446 designated for Organic Waste provided pursuant to 14 CCR Section 18984.1 or 18984.2; (B) Organic Wastes

447 that are carpet, hazardous Wood Waste, or non-compostable paper placed in the Collection Container that
448 is part of an Organic Waste Collection Service provided pursuant to 14 CCR Section 18984.1 or 18984.2; (C)
449 Organic Wastes placed in a Collection Container designated for Garbage, that pursuant to 14 CCR Section
450 18984.1 or 18984.2 were intended to be Collected separately in a Collection Container designated for Organic
451 Waste or Recyclable Materials; (D) Organic Wastes placed in the Collection Container designated for
452 Recyclable Materials shall be considered Prohibited Container Contaminants when those wastes were
453 specifically identified in this Agreement, or through local ordinance for Collection in the Container designated
454 for Organic Waste, or mutually agreed to and promulgated by the City and Contractor. Paper products,
455 printing and writing paper, wood, and dry lumber may be considered acceptable and not considered
456 Prohibited Container Contaminants if they are placed in Collection Container designated for Recyclable
457 Materials; and (E) Exempt Waste placed in any Collection Container.

458 1.72 Quarter. "Quarter" means a three-month period during a calendar year. The first Quarter is
459 January through March. The second Quarter is April through June. The third Quarter is July through
460 September. The fourth Quarter is October through December.

461 1.73 Rate Year. "Rate Year" means the period of July 1 to June 30 for each year during the
462 Term of this Agreement.

463 1.74 Recyclable Materials. "Recyclable Materials" means those materials that are separated
464 from Solid Waste prior to Disposal to be recycled, consistent with the requirements of the Act. Recyclable
465 Materials that can be placed in the Recyclable Materials Container are listed in Exhibit 11, and the term also
466 includes any other items determined by the Agreement Administrator.

467 1.75 Recycling. "Recycling" means the process of Collecting, sorting, cleansing, treating, and/or
468 marketing Recyclable Materials that would otherwise become Garbage, and returning them to the economic
469 mainstream in the form of raw material for new, reused, or reconstituted products which meet the quality
470 standards necessary to be used in the marketplace. The Collection, transportation, or Disposal of Solid Waste
471 not intended for, or capable of, reuse is not Recycling. "Recycling" does not include transformation as defined
472 in Public Resources Code Section 40201. Paper products and printing and writing paper, each as defined in
473 SB 1383, may be placed in either the Recyclable Materials Container or the Organic Waste Container. Carpet
474 and textiles, as well as compostable plastic materials, may not be placed in either the Recyclable Materials
475 Container or the Organic Waste Container.

476 1.76 Residential Collection Service. "Residential Collection Service" means ongoing regularly
477 scheduled Collection of Solid Waste by an exclusive franchise from Residential Service Units and MFD
478 Service Units, and the delivery of that Solid Waste to the Disposal Facility, Materials Recovery Facility, and/or
479 Organic Waste Processing Facility.

480 1.77 Residential Premises. "Residential Premises" means: (i) any building or structure, or
481 portion thereof, that is used for residential housing purposes and has four (4) or fewer distinct living units; and
482 (ii) any multiple-unit residential complex which, with the prior written approval of the City Manager, receives
483 Solid Waste Collection using standard residential Containers.

484 1.78 Roll-Off Container. “Roll-Off Container” means a metal Container with a capacity of ten
485 (10) or more cubic yards that is normally loaded onto a specialized Collection vehicle and transported to the
486 appropriate facility.

487 1.79 SB 1383. “SB 1383” means State of California Senate Bill 1383, Short-lived Climate
488 Pollutants: Organic Waste Reductions, approved September 19, 2016, and the regulations implementing the
489 law, Title 14, Code of California Regulations (CCR), Chapter 12.

490 1.80 SB 54. “SB 54” means State of California Senate Bill 54, Plastic Pollution Prevention and
491 Packaging Producer Responsibility Act, approved June 30, 2022, and the regulations implementing the law,
492 adding Chapter 3 within Part 3 of Division 30 of the California Public Resources Code.

493 1.81 Self-Haul. “Self-Haul” means the Collection of Solid Waste by the resident, owner, or
494 occupant of the Premises on which the Solid Waste was generated, pursuant to a City-issued permit and in
495 accordance with the requirements of the Municipal Code.

496 1.82 Service Area. “Service Area” means that area within the city limits of the City of Sebastopol
497 designated by City as the Service Area.

498 1.83 Service Recipient. “Service Recipient” means an individual or entity receiving Collection
499 Service. Service Recipient and Customer are used interchangeably depending on context.

500 1.84 Service Unit. “Service Unit” means a single subscriber to Contractor’s Solid Waste
501 Collection. Service Unit specifically includes the following:

502 A. City Service Unit. City Facility(ies) that utilize a Bin, Cart, or Roll-Off Container(s)
503 for the accumulation and set-out of Solid Waste. City Service Units are the properties set forth in Exhibit 2
504 and may be modified by written notice to Contractor by the City.

505 B. Commercial Service Unit. All retail, professional, wholesale, and industrial
506 facilities, as well as other commercial enterprises offering goods or services to the public, that utilize a
507 Garbage Bin, Cart, Compactor, or Roll-Off Container for the accumulation and set-out of Commercial
508 Solid Waste.

509 C. Multi-Family Dwelling (MFD) or MFD. “Multi-Family Dwelling” or “MFD” shall mean
510 any building or structure, or portion thereof, including but not limited to Mobile Home Parks, used for
511 residential purposes, and having five (5) or greater distinct living units. A MFD Service Unit refers to any
512 Multi-Family Dwelling Unit in the Service Area utilizing a Cart for the accumulation and set out of Solid
513 Waste originating from MFD residential Premises.

514 1.85 Single-Family Dwelling (SFD) Service Unit. “Single-Family Dwelling” and “SFD” shall mean
515 any building or structure, or portion thereof, including but not limited to Mobile Home Parks, used for
516 residential purposes, and having four (4) or fewer distinct living units. A SFD Service Unit refers to any Single-
517 Family Dwelling Unit in the Service Area utilizing a Cart for the accumulation and set out of Solid Waste
518 originating from SFD residential Premises. The term SFD Service Unit is inclusive of all SFD Dwelling Units
519 regardless of how many SFD Dwelling Units sit on a single parcel; though multiple Dwelling Units may exist

520 on one parcel, to the extent that one SFD Dwelling has four (4) or fewer distinct living units, it shall be treated
521 as a SFD Service Unit.

522 1.86 SFD Collection Service. “SFD Collection Service” means SFD Garbage Collection Service,
523 SFD Recyclable Materials Service, SFD Organic Waste Collection Service, and SFD Bulky Waste Collection
524 Service.

525 A. SFD Garbage Collection Service. The Collection of Garbage, by Contractor, from
526 SFD Service Units in the Service Area, and the delivery of that Garbage to the Disposal Facility.

527 B. SFD Bulky Waste Collection Service. The periodic on-call Collection of Bulky
528 Waste, by Contractor, from SFD Service Units in the Service Area, and the delivery of those Bulky Waste
529 to the Disposal Facility, Materials Recovery Facility, or other such facility as may be appropriate under the
530 terms of this Agreement. SFD Bulky Waste Collection Service does not include the Collection of Bulky
531 Waste using Roll-Off Containers.

532 C. SFD Organic Waste Collection Service. The Collection of Organic Waste, by
533 Contractor, for SFD Service Units in the Service Area, and the delivery of those Organic Waste Materials
534 to the Organic Waste Processing Facility.

535 D. SFD Recyclable Materials Service. The Collection of Recyclable Materials by the
536 Contractor from SFD Service Units in the Service Area the delivery of those Recyclable Materials to the
537 Materials Recovery Facility.

538 1.87 Single-Family Dwelling or SFD. “Single-Family Dwelling” or “SFD” means any residential
539 Premises with four (4) or fewer single attached Dwelling Units, each designed for use by one bona fide
540 housekeeping group.

541 1.88 Sludge. “Sludge” means the accumulated solids, residues, and precipitates generated as
542 a result of waste treatment or processing, including wastewater treatment, water supply treatment, or
543 operation of an air pollution control facility, as well as mixed liquids and solids pumped from septic tanks,
544 grease traps, privies, or similar disposal appurtenances, or any other such waste having similar
545 characteristics or effects.

546 1.89 Solid Waste. “Solid Waste” means all putrescible and non-putrescible solid, semisolid, and
547 liquid wastes, including Garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and
548 construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances,
549 dewatered, treated, or chemically fixed sewage Sludge which is not Hazardous Waste, vegetable or animal
550 solid and semisolid wastes, and other discarded solid and semisolid wastes, as set forth in California Public
551 Resources Code Section 40191(a)(b), as amended from time to time. Solid Waste includes Recyclable
552 Materials but does not include (1) Hazardous Waste; (2) radioactive waste regulated pursuant to the Health
553 and Safety Code Section 114960 et seq.; and (3) medical waste regulated pursuant to the Health and Safety
554 Code Section 117600 et seq.

555 1.90 Solid Waste Collection. “Solid Waste Collection” means the Collection of Garbage,
556 Recyclable Materials, and Organic Waste within the corporate limits of City, and the transportation of such
557 material to appropriate places for processing, Recycling, Composting, and/or Disposal.

558 1.91 Source Separated. “Source Separated” means materials that have been kept separate in
559 the Solid Waste stream, at the point of generation, for the purpose of additional sorting or processing in order
560 to return them to the economic mainstream in the form of raw material for new, reused, or reconstituted
561 products, which meet the quality standards necessary to be used in the marketplace, or as otherwise defined
562 in 14 CCR Section 17402.5(b)(4).

563 1.92 Source Reduction and Recycling Element (SRRE). “SRRE” means a formal planning
564 document that demonstrates how the City will comply with the Act’s Diversion goals.

565 1.93 Term. “Term” means the time period or duration for which the Agreement is in effect.

566 1.94 Tier One Commercial Edible Food Generator. “Tier One Commercial Edible Food
567 Generator”, defined within SB 1383, means a commercial Edible Food generator that has an SB 1383
568 compliance deadline of January 1, 2022. Tier One Generators may include supermarkets; grocery stores with
569 a total facility size equal to or greater than 10,000 square feet; food service providers that serve institutional,
570 governmental, commercial, or industrial locations; food distributors; and/or wholesale food vendors.

571 1.95 Tier Two Commercial Edible Food Generator. “Tier Two Commercial Edible Food
572 Generator”, defined within SB 1383, means a commercial Edible Food generator that has an SB 1383
573 compliance deadline of January 1, 2024. Tier Two Generators may include restaurants with 250 or more
574 seats or a total facility size equal to or greater than 5,000 square feet; hotels with an on-site food facility and
575 200 or more rooms; health facilities with an on-site food facility and 100 or more beds; large venues
576 (permanent venue facilities that annually seat or serve an average of more than 2,000 individuals within the
577 grounds of the facility per day of operation); large events (events that serve an average of more than 2,000
578 individuals per day of operation of the event, at a location that includes, but is not limited to, a public, nonprofit,
579 or privately owned park, parking lot, golf course, street system, or other open space when being used for an
580 event); state agencies; and/or local education agencies.

581 1.96 Transfer Station. “Transfer Station” means the place or places listed in Exhibit 8 for
582 conveyance of Solid Waste Collected by Contractor into larger vehicles prior to transportation of the Solid
583 Waste to the Disposal Facility or Processing Facility.

584 1.97 Unicycling. “Unicycling” means a method of separating trash and Recyclable Materials in
585 a single Collection Container. Garbage materials are Collected in bags and deposited into the Collection
586 Container, and Recyclable Materials are deposited into the Collection Container loose and unbagged.

587 1.98 Universal Waste or U-Waste. “Universal Waste” or “U-Waste” means electronic devices,
588 dry-cell batteries, non-empty aerosol cans, fluorescent lamps, fluorescent bulbs, mercury thermostats, and
589 other mercury-containing equipment.

590 1.99 Waste. “Waste” means the useless, unused, unwanted, or discarded material and debris
591 resulting from normal residential and commercial activity or materials which, by their presence, may injuriously
592 affect the health, safety, and comfort of persons or depreciate property values in the vicinity thereof.

593 1.100 Waste Generator. “Waste generator” means any person, as defined by the most current
594 version of the Public Resources Code, whose act or process produces Solid Waste as defined in that same
595 code, or whose act first causes Solid Waste to become subject to regulation.

596 1.101 Workday. “Workday” means any day, Monday through Saturday, that is not a Holiday as
597 set forth in this Agreement.

598 1.102 Wood Waste. “Wood Waste” means Solid Waste consisting of stumps, large branches,
599 tree trunks, and wood pieces or particles that are generated from the manufacturing or production of wood
600 products; harvesting, processing, or storage of raw wood materials; or Construction and Demolition activities.

601 **Article 2. Term of Agreement**

602 2.01 Term of Agreement. The Term of this Agreement will be for a fifteen (15) year period
603 beginning July 1, 2025, and terminating on September 30, 2040. Contractor shall commence performance of
604 its Solid Waste Collection obligations under this Agreement on July 1, 2025 (“Commencement Date”).

605 2.02 Optional Extension of Term. City may, in its sole discretion, grant Contractor two additional
606 five (5) year extensions of the Term. The City may decline to negotiate an extension of the Term if the following
607 preconditions are not satisfied; (1) Contractor is not then in default of any material term or condition of the
608 Agreement; (2) Contractor has paid City on time all required fees associated with Agreement; or (3) Contractor
609 must request the Optional Extension of Term by January 1, 2039, in order to be eligible for the first extension,
610 and by January 1, 2044, to be eligible for the second extension. City shall consider performance standards
611 and the results of performance reviews, as outlined in Article 17, in decisions regarding extension of term.

612 **Article 3. Conditions Governing Services Provided by Contractor**

613 3.01 Grant of Exclusive Agreement. City hereby grants to Contractor, on the terms and
614 conditions set forth herein, including the limitations set forth in Sections 3.02 and 3.03, the exclusive franchise,
615 right, and privilege to collect, transport, and process (as legally applicable), in a lawful manner, Solid Waste,
616 Recyclable Materials, and Organic Materials accumulating in the City’s Service Area that are required to be
617 accumulated and offered for Collection to the Contractor in accordance with Applicable Law, for the Term of
618 and within the scope set forth in this Agreement.

619 3.02 Recyclable Materials, Organic Waste, and Bulky Waste Discarded by Service Recipients.
620 This Agreement shall not prohibit any person from selling Recyclable Materials or Organic Waste or giving
621 Recyclable Materials or Organic Waste away to persons or entities other than Contractor. However, in either
622 instance: (1) the Recyclable Materials and Organic Waste must be Source Separated from and not mixed
623 with other Solid Waste; and (2) the seller/donor may not pay the buyer/donor any consideration for Collecting,
624 processing, or transporting such Recyclable Materials or Organic Waste. A discount or reduction in the price

625 for Collection, Disposal, and/or Recycling services for any form of un-segregated or segregated Solid Waste
626 is not a sale or donation of Recyclable Materials or Organic Waste, and such Solid Waste does not qualify
627 for this exception. However, once the Recyclable Materials or Organic Waste have been placed in the
628 Collection Container and the Container set out for Collection, the Recyclable Materials or Organic Waste
629 become the property of Contractor.

630 3.03 Exclusions to Exclusivity.

631 3.03.1 Specialized Recyclable Materials. If Contractor is unable or unwilling to Collect and
632 process for Diversion specialized materials, including, but not limited to, Organic Waste, metals,
633 Construction and Demolition Debris, laboratory waste, pallets, clothing, shoes, textiles, plastic, and others,
634 and a third party is able to re-use or Recycle one or more of these materials, Service Recipients shall have
635 the right to engage the third-party recycler to Collect and Recycle those Source-Separated Recyclable
636 Materials, provided that the Diversion is verified by the City.

637 3.03.2 Recyclable Materials Sold By Commercial Generator. If the Waste Generator at a
638 Commercial Service Unit has Source Separated Recyclable Material, the Waste Generator is entitled to sell
639 that Recyclable Material or be otherwise compensated in a manner resulting in a net positive payment to the
640 Waste Generator, when such collector is permitted as appropriate under the City Municipal Code.

641 3.03.3 Byproducts of Food and Beverage Processing. Under AB 3036 (2018), certain
642 byproducts from the processing of food or beverages from agricultural or industrial sources, provided they
643 do not include animal, including fish, processing byproducts, they are Source-Separated, they are not
644 discarded (meaning the generator may not pay the recipient any consideration, or accept a discount or
645 reduction in price for Collecting, processing, or transporting such material), and they are used as animal
646 feed, are exempted from this exclusive Collection Agreement. Entities requesting exemption must apply to
647 the City and be any of the following: registered pursuant to Section 110460 of the Health and Safety Code
648 or be exempted from registration pursuant to Section 110480 of the Health and Safety Code or be a beer
649 manufacturer as defined in Section 23012 of the Business and Professions Code, or be a distilled spirits
650 manufacturer, as defined in Section 23015 of the Business and Professions Code.

651 3.03.4 Donated Solid Waste. Recyclable Materials, Organic Waste, or Bulky Waste which
652 is Source Separated at any Premises by the waste generator and donated to youth, civic, or charitable
653 organizations qualified as such pursuant to Federal law.

654 3.03.5 Gardening or Landscape Services. Green Waste removed from a Premises by a
655 gardening, landscaping, or tree trimming company as an incidental part of a total service offered by that
656 company rather than as a hauling service.

657 3.03.6 Animal waste. Animal waste and remains from slaughterhouses or butcher shops
658 for use as tallow.

659 3.03.7 Self-Haul. Service Recipients may choose to Self-Haul Solid Waste to Disposal or
660 Processing Facilities, to the extent authorized by the Municipal Code.

661 3.03.8 Materials Generated or Accumulated During An Emergency or Disaster. During an
662 emergency or disaster, as determined by City in its sole discretion, City may enlist additional contractors or
663 other entities in the Collection, transportation, and/or Disposal of any and all types of materials that are
664 generated or accumulated. In particular, the City may choose to pursue reimbursement of disaster services
665 through the Federal Emergency Management Agency (FEMA), which would require that the associated
666 disaster services be secured via a competitive bidding process. Contractor shall not be prohibited by any
667 part of this Agreement from participating in this competitive bidding process, but City shall be free to put
668 services associated with declared disasters out to bid in accordance with FEMA requirements and enlist
669 additional contractors based on the results of that process.

670 3.04 Responsibility for Service Billing and Collection. Contractor is responsible for the billing
671 and collection of payments for Solid Waste Collection within the Service Area.

672 **Article 4. Franchise Fees and Payments**

673 4.01 Contractor's Payments to City. The Parties agree that all fees and any payments owed by
674 Contractor to City under this Agreement are the product of extensive negotiations and constitute valid
675 consideration for the rights and privileges granted to Contractor under this Agreement.

676 4.02 Reimbursement for the Cost of Procurement/Negotiation Process. Contractor shall
677 reimburse the City a one-time fee of Two Hundred Thousand Dollars (\$200,000) for the cost of the Collection
678 Agreement solicitation, evaluation, negotiation, and award process. This fee shall be due and payable on the
679 thirtieth (30th) day after the Effective Date of the Agreement. This fee shall not be recoverable via Contractor's
680 Collection Service Rates or any other form of compensation under this Agreement.

681 4.03 Monthly Fees and Payments. The following monthly fees and payments shall be due and
682 payable on the twentieth day of the month following the end of each month for which Solid Waste Collection
683 was provided, with the first such payment being due on November 20, 2025. The City Council may adjust the
684 Monthly Fees by resolution, in which case Contractor shall be entitled to an adjustment to Maximum Service
685 Rates as a City-directed change in accordance with Section 30.01. The Monthly Fees shall be accompanied
686 at the time of payment by a written report, in a format acceptable to the City, setting forth the calculations
687 Contractor used to determine the amount due and the basis for those calculations. Figures used in the report
688 shall be taken from Contractor's general books of account, and Contractor shall retain all supporting
689 documentation in accordance with the records retention requirements in Section 22.01.

690 4.03.1 Franchise Fee. Contractor shall pay to City a Franchise Fee set by City Council
691 resolution. The Franchise Fee shall be due and payable monthly within twenty (20) days following the end
692 of each month. If payment is not received within said twenty (20) day period, interest shall accrue thereon
693 at the maximum interest rate permitted under California law, but not to exceed ten (10) percent per annum.
694 Any such fee shall have prospective effect only; provided, however, that should any adjustment be given
695 retroactive effect, the applicable Franchise Fee shall, in the Council's discretion, also be given such effect.

696 4.04 Adjustments to Fees. City may set other fees or adjust the fees established in this Article
 697 from time to time during the Term of this Agreement, and such adjustments and any Franchise Fee
 698 adjustments shall be included in the adjustment of Maximum Rates as described in Exhibit 1.

699 4.05 Time and Method of Payment. Contractor shall pay all amounts owed under this Article
 700 without prior notice or demand and without abatement, deduction, offset, or credit in lawful money of the
 701 United States, on or before the applicable due date, unless the due date lands on a weekend or Holiday, in
 702 which case the due date shall be the next Business Day. If sent by U.S. mail, the remittance must be post-
 703 marked on or before the due date. If hand-delivered, Contractor must request and receive a date-stamped
 704 receipt from the City by 5:00 p.m. Pacific Time (PT) on the due date.

705 4.06 Franchise Fee Disputes. In the event of any disputes between the Contractor and the City
 706 with respect to the fees described in this Article, the City shall provide the Contractor with written objection
 707 within one hundred eighty (180) days of the receipt of the written report described in Section 4.03,
 708 encompassing the dispute amount. The City shall state its objections in writing with reference to the applicable
 709 portion(s) of the report and its reasons then known for its dispute. The Parties agree to meet and confer
 710 regarding any such dispute. Should agreement between City and Contractor on fees owed not be reached
 711 within sixty (60) days of the City's written objections, or other period as agreed upon by both parties, City and
 712 Contractor agree to submit the fee dispute to binding arbitration as described in Article 31.

713 4.07 In the event any City-Imposed fee (hereinafter "CIF") is determined by an arbitrator or court
 714 to be excessive, invalid, or unenforceable, then: (i) Contractor shall not charge or collect the future portion of
 715 such CIF; (ii) to the extent the Customers are entitled to a reimbursement of any portion of such CIF, and City
 716 is required to reimburse Contractor in the amount of such CIF previously remitted to City, thereafter Contractor
 717 shall directly reimburse all Customers entitled to reimbursement in the amount attributable to each Customer
 718 account. In no event shall Contractor retain any portion of the fees reimbursed by City; (iii) to the extent the
 719 Customers are entitled to a reimbursement of such CIF, and City is required by a court to directly reimburse
 720 Customers, Contractor shall assist City in identifying all Customers entitled to a reimbursement, quantifying
 721 the reimbursement amount attributable to each Customer account, and obtaining and providing to City any
 722 other information needed to satisfy the obligations imposed by a court; and (iv) City and Contractor will, within
 723 thirty (30) days following such arbitration or court decision, meet and confer to negotiate in good faith and
 724 using reasonable efforts to attempt to agree on modifications to the Agreement.

725 **Article 5. General Requirements**

726 5.01 Service Standards. Contractor must perform all Solid Waste Collection under this
 727 Agreement in a thorough and professional manner as described in Article 25, while meeting the minimum
 728 performance and Diversion standards listed in Article 17, according to the Sustainability and Compliance Plan
 729 (Exhibit 9) developed by the Contractor and approved by the City.

730 5.02 Labor and Equipment. Contractor must provide and maintain all labor, equipment, tools,
 731 facilities, and personnel supervision required for the performance of Contractor's obligations under this
 732 Agreement. Contractor must always have sufficient backup equipment and labor to fulfill Contractor's
 733 obligations under this Agreement. No compensation for Contractor's services or for Contractor's supply of

734 labor, equipment, tools, facilities, or supervision will be provided or paid to Contractor by City or by any Service
735 Recipient except as expressly provided by this Agreement.

736 5.03 Holiday Service. Contractor is not required to provide Solid Waste Collection or maintain
737 office hours on New Year's Day, Independence Day, Labor Day, Thanksgiving Day, or Christmas Day. In any
738 week in which one of these Holidays falls on a Workday, SFD Collection Service for the Holiday and each
739 Workday thereafter will be delayed one Workday for the remainder of the week, with normally scheduled
740 Friday SFD Collection Service being performed on Saturday. Commercial Collection Service will be adjusted
741 as set forth in 11.11, but must meet the minimum frequency requirements of one (1) time per week. Solid
742 Waste Collection will not take place on Sundays, unless previously authorized by the Agreement
743 Administrator. On all other Holidays observed by the City (Martin Luther King Jr. Day, Lincoln's Birthday,
744 Washington's Birthday, Cesar Chavez Day, Memorial Day, Juneteenth, Veterans Day, the Wednesday before
745 Thanksgiving, Christmas Eve Day, and New Year's Eve Day), Contractor shall provide Solid Waste Collection
746 Service as scheduled, but Contractor is not required to maintain office hours.

747 5.04 Inspections. The City has the right to inspect Contractor's facilities or Collection Vehicles
748 and their contents used to provide services pursuant to this Agreement at any reasonable time while operating
749 inside or outside the City without advance notice to the Contractor.

750 5.05 Commingling of Materials.

751 5.05.1 SFD Materials Collected in Sebastopol. Contractor may not at any time commingle
752 any SFD materials Collected pursuant to this Agreement with any other material Collected by Contractor
753 inside or outside the City of Sebastopol without the express prior written authorization of the Agreement
754 Administrator.

755 5.05.2 Commercial Garbage Materials Collected in Sebastopol. Contractor may
756 commingle Commercial Garbage materials Collected pursuant to this Agreement with other materials
757 Collected outside the City of Sebastopol, provided that Contractor tracks the tonnage of Commercial material
758 Collected inside the City of Sebastopol separately using a City-approved allocation methodology. Changes
759 to the allocation methodology may only be made with the express prior written authorization of the
760 Agreement Administrator.

761 5.05.3 Recyclable Materials. Subject to Sections 10.09.2, 11.08.4, and 12.05.4, Contractor
762 may not at any time commingle SFD or Commercial Recyclable Materials Collected pursuant to this
763 Agreement with any other material type Collected by Contractor without the express prior written
764 authorization of the Agreement Administrator.

765 5.05.4 Organic Waste. Subject to Sections 10.10.3, 11.09.5, and 12.06.6, Contractor may
766 not at any time commingle SFD or Commercial Organic Waste Collected pursuant to this Agreement with
767 any other material type Collected by Contractor, without the express prior written authorization of the
768 Agreement Administrator.

769 5.05.5 Commingled Garbage and Recyclables. Only in special circumstances in which
770 separate Collection Containers pose a challenge due to space or logistical constraints, and with prior written
771 authorization of the Agreement Administrator, Contractor may Collect Commercial Garbage and Recyclable
772 Materials in the same Collection Container, using a Split-bin or Unicycling, for the purposes of processing
773 Recyclable Materials for Diversion.

774 5.06 Recyclable Materials and Organic Waste Contamination. Contractor must offer the Service
775 Recipients the correct combination of Cart and Bin sizes and Collection frequency beyond the minimum
776 bundled service requirements, as necessary, that matches their unique service needs to reduce
777 contamination of Recyclable Materials and Organic Waste, and to provide service at the least cost to Service
778 Recipient. To support City's Diversion goals and Contractor's Diversion Requirements as set forth in Article
779 8, Contractor is only required to Collect and process Recyclable Materials if they have been separated by the
780 Service Recipient from Garbage and Organic Waste and will only be required to Collect Organic Waste if it
781 has been Source Separated by the Service Recipient from Garbage and Recyclable Materials.

782 As part of Contractor's Public Education Services under Section 20.02, Contractor has agreed to provide
783 outreach and support to Service Recipients as described in the Contractor's Sustainability and Compliance
784 Plan provided as Exhibit 9 and the Education and Outreach Plan provided as Exhibit 10. Additionally,
785 Contractor's route Collection personnel will report to Contractor's supervisors if they observe potential
786 contamination problems and/or insufficient Collection capacity. For purposes of determining if Recyclable
787 Materials or Organic Waste are deemed to be contaminated, if, by visual or digital inspection, Recyclable
788 Materials are commingled with ten percent (10%) by weight or volume of Garbage or Organic Waste, or if, by
789 visual inspection, Organic Waste is commingled with three percent (3%) by volume of Garbage or Recyclable
790 Materials, then Recyclable Materials and/or Organic Waste will be deemed to be contaminated and
791 Contractor may take the following steps:

792 5.07 Violations by Service Recipients. The following provisions will apply to all Commercial,
793 MFD, and SFD Service Recipients. An occurrence is defined as an event of contamination in one day,
794 meaning that two occurrences cannot occur on the same day.

795 5.07.1 First and Second Occurrence. For the first and second occurrence within any rolling
796 12-month period of contamination for a particular Container (i.e., Recyclable Materials or Organic Waste),
797 Contractor must Collect the contaminated Container (as Solid Waste) and must affix to the contaminated
798 Container a Contamination Violation Notice which contains instructions on the proper procedures for sorting
799 Recyclable Materials or Organic Waste, and must notify the Service Recipient by phone, U.S. mail, email,
800 or in person (which may be a Container tag that meets SB 1383 requirements), that for the third and
801 subsequent incidents of excess contamination, the Service Recipient may be charged a contamination fee
802 for the contaminated Container, and Contractor may increase the Collection Container size, or require an
803 additional Collection Container. Contractor's representative must also contact the Service Recipient by
804 phone, U.S. mail, email, or in person (which may be a Container tag that meets SB 1383 requirements) to
805 ensure that they have the appropriate level of service for proper Collection of Recyclable Materials and/or
806 Organic Waste. Contractor must also document the contamination issue and provide digital/visual
807 documentation to the Service Recipient that clearly documents the Service Recipient's on-going
808 contamination problems.

809 5.07.2 Third Occurrence. For the third or subsequent occurrence within any rolling 12-
 810 month period of contamination for a particular Container (i.e., Recyclable Materials or Organic Waste),
 811 Contractor must Collect the contaminated Container (as Solid Waste) and must charge the Service Recipient
 812 a contamination fee as set forth in Exhibit 1. Contractor must continue providing the Recyclable Materials or
 813 Organic Waste Collection Service. Contractor must provide (or have provided) digital/photographic
 814 documentation to the Service Recipient that clearly documents the Service Recipient’s on-going
 815 contamination problems and written Notices of contamination as described above. Contractor may increase
 816 the Container size or Collection frequency and impose a contamination surcharge on the account for a period
 817 of six months or until the Service Recipient has demonstrated no contamination for a period of three
 818 consecutive months. Contractor must document contamination issue and surcharge and notify City within
 819 five (5) Business Days if Contractor increases the Container size or Collection frequency for excessive
 820 contamination or imposes the contamination surcharge on the account. City will consult with Contractor and
 821 consider and pursue, as applicable, appropriate legal remedies against offending Service Recipients to
 822 secure discontinuance of the contamination.

823 5.08 Tracking Occurrences of Contamination. Regarding Section 5.07, each Contamination
 824 occurrence is tracked annually per Calendar Year, and resets at the start of each Calendar Year if
 825 contamination occurrences are not active and consecutive. Where contamination is occurring, and
 826 occurrences are consecutive and unremedied, their count shall continue across Calendar Years until remedy
 827 occurs. In this case, once the Service Recipient has demonstrated no contamination for a period of three
 828 consecutive months, the tracking calendar will reset.

829 5.09 Disputes Over Excess Contamination Charges. If Service Recipient disputes a
 830 contamination charge (which must be within thirty (30) days of them being assessed), Contractor will
 831 temporarily halt any contamination charge and/or increased Maximum Service Rate resulting from increasing
 832 the Collection Container size, or Collection frequency, and Contractor may request a ruling by the City
 833 Manager to resolve the dispute. During the pendency of any request, Contractor may restore Container size
 834 or number, or Collection frequency to the prior levels. A request by Contractor to the City Manager to rule on
 835 any such dispute must be filed within ten (10) Business Days of Contractor’s halting of contamination charge,
 836 or increased Maximum Rate, and must include written documentation and digital/visual evidence of ongoing
 837 overall problems. The City Manager may request a meeting (in person or phone) with both the Service
 838 Recipient and Contractor to resolve the dispute. Following such a meeting, the City Manager will rule on the
 839 dispute within ten (10) Business Days, and the City Manager’s decision on resolving the dispute between
 840 Contractor and Service Recipient will be final. If the City Manager rules in favor of the Service Recipient,
 841 Contractor will credit the disputed contamination charges or increased Maximum Service Rate. If the City
 842 Manager rules in favor of Contractor, Contractor may charge Service Recipient the prior halted contamination
 843 charge and/or increased Maximum Service Rate resulting from increasing the Collection Container size or
 844 Collection frequency and may follow the steps in Section 7.08 for collection of delinquent accounts.

845 5.10 Overage and Correction Procedures. Contractor shall provide the Service Recipients the
 846 correct combination of Collection Containers and Collection frequency that matches each Service Recipient’s
 847 unique service needs to enable clean, efficient, and cost-effective Collection of Solid Waste, Recyclable
 848 Materials, and Organic Waste. City and Contractor agree that overflow of Solid Waste that is not properly in

849 the Service Recipient's Solid Waste Collection Containers negatively impacts public health and safety.
850 Contractor has also agreed to conduct Recycling audits and provide outreach and support to Service
851 Recipient accounts receiving the correct service level. However, if Service Recipients are found to habitually
852 overflow their Solid Waste Collection Containers (i.e., lid will not close, and/or material not contained within
853 Container), Contractor may take the steps listed below to correct Service Recipient's on-going overflow of
854 Solid Waste.

855 5.10.1 Prior Arrangements for Collection. If the Service Recipient has made prior
856 arrangements with Contractor for Collection of Solid Waste Overages, Contractor must Collect such
857 Overages as arranged, and may charge the Service Recipient the Solid Waste Overage fee (prior
858 arrangement) set forth in Exhibit 1.

859 5.10.2 No Prior Arrangements. If the Service Recipient has not made prior arrangements
860 with Contractor for Collection of Solid Waste Overage, (i) Contractor may Collect such Solid Waste Overage
861 at no additional charge as a courtesy, (ii) Contractor may not Collect the Solid Waste Overage and leave a
862 Non-Collection Notice explaining the reason for non-collection of the Solid Waste Overage, (iii) Contractor
863 may Collect the Solid Waste Overage (up to two lifts) and charge the Service Recipient the Solid Waste
864 Overage fee (no prior arrangement) set forth in Exhibit 1 as provided below, or increase the capacity or
865 frequency of Collection of the existing Collection Container(s) to match documented service needs as
866 provided below. In managing Solid Waste Overages, the following apply:

867 5.10.2.1 SFD Service Recipients – Each Occurrence. For each occurrence
868 Contractor will not Collect the Solid Waste Overage because the Collection Container could not be serviced
869 by normal operating procedures or cause spillage upon servicing, Contractor must provide written notice
870 via email, U.S. mail, or in person (which may be by Non-Collection Notice) to the Service Recipient with the
871 date, description, and photograph of the Solid Waste Overage. Contractor's Non-Collection Notice for SFD
872 Service Recipients shall also contain instructions on (a) how to schedule a Bulky Waste Collection or (b)
873 request an additional Collection Container to eliminate future Overages. For each occurrence Contractor
874 charges a Service Recipient the Solid Waste Overage fee (no prior arrangement) set forth in Exhibit 1,
875 Contractor will document the physical condition of the Collection Container and associated Overage with
876 one or more photographs and retain this documentation for the period of at least one year.

877 5.10.2.2 Commercial and MFD Service Recipients – Each Occurrence.
878 Contractor must provide a written notice on the Container and may provide a copy of the notice via email,
879 U.S. mail, or in person (which may be by Non-Collection Notice) to the Service Recipient with the date,
880 description, and photograph of the Solid Waste Overage. Contractor's Non-Collection Notice for MFD
881 Service Recipients shall also contain instructions on (a) how to schedule a Bulky Waste Collection or (b)
882 request an additional Collection Container to eliminate future Overage. Contractor may Collect the Solid
883 Waste Overage and may charge the Service Recipient a Solid Waste Overage fee as set forth in Exhibit 1
884 and increase the capacity or Collection frequency of the Collection Container to match documented service
885 needs. At least ten (10) Business Days prior to increasing the Collection Container size or frequency of
886 Collection, Contractor's representative must also contact the Service Recipient by phone, U.S. mail, email,
887 or in person (which may be by Non-Collection Notice) to ensure that Service Recipient has the appropriate
888 level of service. Contractor must document Overage issue and notify City within ten (10) Business Days of

889 any changes in Service Recipient's Collection Container size or Collection frequency. The increased
890 capacity or Collection frequency will remain in effect until Contractor determines that it is no longer needed
891 to prevent Overages, which may be longer than the one Calendar Year stated above. Such determination
892 will be in Contractor's sole but reasonable discretion and will be subject to the dispute resolution procedure
893 set forth below. City will consider, and pursue as applicable, appropriate legal remedies against offending
894 Service Recipients in order to secure discontinuance of the Overages.

895 5.10.2.3 Tracking Occurrences of Solid Waste Overage. Regarding
896 Section 5.10, after twelve (12) months have passed from the last applicable Solid Waste Overage
897 occurrence, the next Solid Waste Overage occurrence will be deemed a first Solid Waste Overage
898 occurrence.

899 5.10.3 Disputes Over Container Overflow Charges. If Service Recipient disputes a Solid
900 Waste Overage charge or Container size or Collection frequency change within 30 days of the disputed
901 action, Contractor must temporarily halt Solid Waste Overage charge and/or increased Maximum Service
902 Rate resulting from increasing the Collection Container size or Collection frequency, and Contractor may
903 request a ruling by the City Manager to resolve the dispute. During the pendency of any request, Contractor
904 may restore Container size or number, or Collection frequency, to the prior levels. A request by Contractor
905 to the City Manager to rule on any such dispute must be filed within ten (10) Business Days of Contractor's
906 halting of Solid Waste Overage charge, or increased Maximum Rate, and must include written
907 documentation and digital/visual evidence of ongoing overall problems. The City Manager may request a
908 meeting (in person or phone) with both the Service Recipient and Contractor to resolve the dispute. Following
909 such a meeting, the City Manager will rule on the dispute within ten (10) Business Days, and the City
910 Manager's decision on resolving the dispute between Contractor and Service Recipient will be final. If the
911 City Manager rules in favor of the Service Recipient, Contractor must credit the disputed charge or increased
912 Maximum Service Rate. If the City Manager rules in favor of Contractor, Contractor may charge Service
913 Recipient the prior halted Solid Waste Overage charge and/or increased Maximum Service Rate resulting
914 from increasing the Solid Waste Collection Container size or Collection frequency and may follow the steps
915 in Section 7.08 for collection of delinquent accounts.

916 5.10.4 Notifying City of Habitual Overflow. Contractor shall notify the City regarding
917 Commercial and MFD Customers that habitually overflow their Containers, where habitual overflow is
918 defined as three (3) or more instances per Quarter, so that the City can take appropriate action with such
919 Customers to secure discontinuance of the Overages.

920 5.11 Ownership of Materials. Except as provided otherwise under Applicable Law, title to
921 Residential Waste, Commercial Solid Waste, Recyclable Materials, and Organic Waste will pass to Contractor
922 at such time as said materials are set out for Collection.

923 5.12 Spillage and Litter. Contractor may not litter Premises in the process of providing Solid
924 Waste Collection or while its vehicles are on the road. Contractor must transport all materials Collected under
925 the terms of this Agreement in such a manner as to prevent the spilling or blowing of such materials from
926 Contractor's vehicles. Contractor must exercise all reasonable care and diligence in providing Solid Waste
927 Collection so as to prevent spilling or dropping of Residential Waste, Commercial Solid Waste, Recyclable

928 Materials, or Organic Materials, and must immediately, at the time of occurrence, clean up such spilled or
929 dropped Residential Waste, Commercial Solid Waste, Recyclable Materials, or Organic Materials.

930 5.12.1 Contractor is not responsible for cleaning up sanitary conditions caused by the
931 carelessness of the Service Recipient; however, Contractor must clean up any material or residue that is
932 spilled or scattered by Contractor or its employees, or from Overage.

933 5.12.2 Equipment oil, hydraulic fluids, spilled paint, or any other liquid or debris resulting
934 from Contractor's operations or equipment repair must be covered immediately with an absorptive material
935 and removed from the street surface. Contractor must document spillage and notify City's stormwater
936 compliance coordinator within ninety (90) minutes of any spills resulting from Contractor's operations or
937 equipment. When necessary, Contractor must apply a suitable cleaning agent and cleaning technique to the
938 street surface to provide adequate cleaning as approved by the City's stormwater compliance coordinator to
939 be compliant with the City's stormwater permit.

940 5.12.3 The above paragraphs notwithstanding, Contractor must clean up any spillage or
941 litter caused by Contractor within ninety (90) minutes upon notice from the City. If City deems necessary,
942 Contractor must engage a third-party environmental clean-up specialist to remove any equipment oil,
943 hydraulic fluids, or any other liquid or debris that remains on street after Contractor's own clean-up efforts.
944 If clean-up is not conducted to the satisfaction of City, City has the right to engage environmental clean-up
945 specialist to perform additional clean-up work at the expense of Contractor. In the event of Contractor's spill
946 or release of a Hazardous Substance, Contractor is responsible for promptly notifying any federal, State,
947 County, or local governmental agency having jurisdiction over same as may be required under federal, State,
948 County or local law or regulation.

949 5.12.4 In the event where damage to City streets is caused by a hydraulic fluid spill (i.e.,
950 any physical damage more than a simple cosmetic stain caused by the spill), Contractor shall be responsible
951 for all repairs to return the street to the same condition as that prior to the spill. Contractor shall be
952 responsible for all clean-up activities related to the spill. Repairs and clean-up shall be performed in a manner
953 satisfactory to the City and at no cost to the City.

954 5.12.5 To facilitate immediate clean-up, Contractor's vehicles must always carry enough
955 petroleum absorbent materials, along with a broom and shovel.

956 5.13 SB 1383 Universal Roll-Out. Contractor shall provide Organic Materials Collection service
957 to all of its Customers within City who are subscribed to and pay for Solid Waste Collection service, unless
958 (i) the Customer is categorically exempted under City's Municipal Code from the requirement to subscribe for
959 Organic Materials Collection service, (ii) the Customer qualifies for and is granted a State- or City-issued
960 waiver, or (iii) the Customer refuses Organic Waste service. Contractor will work with Customers to
961 appropriately size Collection Containers such that source-separation of all materials is possible without any
962 overflow of material, and if any disputes arise or Overages occur, the City will make the final determination
963 on proper Container size.

964 5.14 Regulations and Record Keeping. Contractor must comply with emergency notification
965 procedures required by Applicable Laws and regulatory requirements. All records required by regulations
966 must be maintained at Contractor's offices. These records must include waste manifests, waste inventories,
967 waste characterization records, inspection records, incident reports, and training records.

968 5.15 Response Times for City Requests. Upon receiving a data request or information request
969 from City that is not covered by other timeline requirements articulated in this document, and provided that
970 the request from City shall not take more than eight (8) hours of Contractor staff time to complete, Contractor
971 shall compile the requested information and send back a complete response within five (5) Business Days of
972 receipt of the request.

973 **Article 6. Collection Service Rates**

974 6.01 Collection Service Rates. Collection Service Rates effective July 1, 2025, shall not exceed
975 the Maximum Service Rates listed in Exhibit 1. Contractor shall not charge any Service Recipient an amount
976 that exceeds the applicable Maximum Service Rate set forth in Exhibit 1, which may only be adjusted as
977 provided in this Agreement.

978 6.02 Low-Income Discount as Contractor's Good Will. In exchange for the good will of the City
979 and the general public, Contractor voluntarily agrees to discount the rate it charges for Solid Waste Collection
980 provided to eligible Service Recipients (the "Discount") and that the Discount shall neither impact the
981 Maximum Service Rates nor be otherwise paid for or subsidized by any other Service Recipients. Contractor
982 shall make the Discount available to any person who demonstrates through appropriate documentation that
983 they are: (i) a person of low, lower, or extremely low income, as demonstrated by enrollment in a discounted
984 utility program; and (ii) the service account holder; and (iii) the head of household and occupant at the Service
985 Unit address. Within thirty (30) days of the Commencement Date, Contractor shall provide educational
986 materials describing and explaining the availability and how to qualify for and receive the Discount to all
987 persons in the City currently subscribed to a discount rate program. Contractor shall thereafter advertise the
988 availability of the Discounted services on its website throughout the Term of this Agreement and at least once
989 per year by direct notice to all SFD Service Recipients.

990 6.03 Adjustments to Maximum Service Rates using a Refuse Rate Index. Beginning on July 1,
991 2026, and annually thereafter, Contractor shall, subject to compliance with all provisions of this Section,
992 receive an annual adjustment to the Maximum Service Rates as set forth in Exhibit 1 to this Agreement. This
993 adjustment will be calculated through the use of a Refuse Rate Index (RRI).

994 6.03.1 RRI Adjustment. Beginning on July 1, 2026, and annually thereafter during the term
995 of this Agreement, the Maximum Service Rates set forth in Section 6.01 above shall be adjusted by the RRI
996 adjustment set forth below. In any year that the calculation of the RRI results in a negative number, there
997 shall be no adjustment of the Maximum Service Rates. Instead, the RRI number shall be the result of the
998 cumulative change in the RRI for the two year period prior and shall be the RRI adjustment for that
999 subsequent year.

1000 6.03.2 The RRI adjustment shall be the sum of the weighted percentage change in the
1001 Annual Average of each RRI index number between the base fiscal year, which shall be the prior preceding
1002 calendar year ending December 31st and the preceding fiscal year ending December 31st as contained in
1003 the most recent release of the source documents listed in Exhibit 14. Therefore, the first adjustment to the
1004 Maximum Service Rates will be based on the percentage changes between the Annual Average of the RRI
1005 indices for the calendar year ended December 31, 2024, and the Annual Average of the RRI indices for the
1006 calendar year ended December 31, 2025. The RRI shall be calculated using the RRI methodology included
1007 in Exhibit 14.

1008 6.04 Rate Adjustment Period. By July 1st, 2026, and annually thereafter during the remaining
1009 term of the contract, the Contractor shall notify City of the RRI adjustments to the Maximum Service Rates.
1010 Rate adjustments will be effective July 1st of each year and shall be reflected in the next billing cycle. Any
1011 increase to rates shall be prorated over the course of the billing year in such a manner to recover any
1012 incremental loss in revenue due to the billing cycle.

1013 6.05 CPI Adjustment Calculation. Beginning on July 1, 2026, and for subsequent years
1014 thereafter, various dollar amounts stipulated in this Agreement shall be adjusted based on one hundred
1015 percent (100%) of the average change in the CPI for the 12-month period from January to December.
1016 Therefore, the first of these adjustments, effective July 1, 2026, will be based on the percentage change in
1017 CPI for the average CPI value from January 1, 2025, through December 31, 2025, compared to the average
1018 CPI value from January 1, 2024, through December 31, 2024, rounded to the nearest hundredth of a percent.
1019 The index to be used shall be the series CUSR0000SEHG, Water and Sewer and Garbage Collection
1020 Services in U.S. city average, all urban consumers, seasonally adjusted.

1021 6.06 Annual Rate Cap on Maximum Service Rates. In any Rate Year that the calculation of the
1022 RRI exceeds five percent (5%), the total adjustment for that year will equal five percent (5%) and there will
1023 be no rollover amount added to the rate adjustment percentage in the following year, or any subsequent year.
1024 If the RRI is negative (after accounting for any applicable rollover percentages from prior years), there will be
1025 no RRI adjustment for that year.

1026 6.07 Rounding. Adjustments to the overall Maximum Service Rates shall be made only in units
1027 of one cent (\$0.01). Fractions of less than one cent (\$0.01) shall not be considered in making adjustments.
1028 All RRI indices shall be rounded at two (2) decimal places for the adjustment calculations.

1029 6.08 Maximum Service Rate Adjustment Report. On or before March 1 of each year of the Term,
1030 Contractor shall deliver to City a report on its proposed adjustment to the Maximum Service Rates for the
1031 subsequent calendar year (the "Adjustment Report"). The Adjustment Report shall be in a format as may be
1032 mutually agreed on between the City and Contractor and must contain or be accompanied by Contractor's
1033 adjustment calculations for the specific services performed under this Agreement during the preceding
1034 Agreement Year in Microsoft Excel or another electronic format acceptable to the City. Contractor shall be
1035 solely responsible for the cost of preparing the Adjustment Report.

1036 6.08.1 Corrections. In the event the City determines the Adjustment Report contains
1037 substantial errors or omissions, Contractor shall, at its sole cost, provide a corrected report to the City. A
1038 corrected report submitted after March 1 shall be treated as a late report.

1039 6.08.2 Late Report. If Contractor fails to submit the Adjustment Report by March 1, the City
1040 may: (1) accept and consider the late Adjustment Report if the City, in its sole and reasonable discretion,
1041 deems there is sufficient time to review and approve the proposed adjustment in time for it to be implemented
1042 on July 1; or (2) accept and consider the late Adjustment Report at its earliest convenience, in which case
1043 any approved rate adjustment shall only go into effect prospectively thirty (30) days after the City's approval.
1044 In no event shall Contractor apply any rate adjustment retroactively.

1045 6.08.3 No Report. If Contractor fails to provide any Adjustment Report, the Maximum
1046 Service Rate shall remain unchanged for the next calendar year.

1047 6.09 City Approval. If Contractor provides a timely Adjustment Report, the City Manager shall
1048 notify Contractor on or before June 1 whether the City has approved the requested adjustments to the
1049 Maximum Service Rates for the next Rate Year. Approval of the City Council shall be required for any
1050 requested rate adjustment of more than five percent (5%), which shall only be permitted pursuant to Section
1051 6.11 (Extraordinary Adjustments) below. The City Manager may approve all other requests or refer them to
1052 the City Council at his or her discretion.

1053 6.10 Contractor Payment for RRI review. Contractor shall be responsible for paying the City's
1054 cost of reviewing the annual RRI adjustment in the amount of **Fifteen Thousand (\$15,000)** per year. If the
1055 City determines that Contractor has made substantial errors and has not properly submitted or correctly
1056 calculated the RRI adjustment, the City may add additional costs up to **Fifteen Thousand (\$15,000)** to
1057 conduct a second review and analysis. These payment amounts shall increase annually by the CPI
1058 Adjustment Calculation in Section 6.05.

1059 6.11 Extraordinary Adjustments. Contractor and City acknowledge that there may be infrequent
1060 extraordinary events, including Change in Law, which, although they do not prevent either party from
1061 performing, and thus do not implicate the force majeure provisions hereof, nevertheless increase the cost of
1062 providing services above the Maximum Service Rate Adjustment articulated in Section 6.03. The obligation
1063 of the parties in such event is to act reasonably toward each other in arriving at an appropriate adjustment in
1064 rates. Accordingly, at its option, Contractor may apply to the City not more frequently than once every three
1065 calendar years, for an extraordinary rate adjustment should an event or circumstance arise which negatively
1066 impacts the economic operation of Contractor and which is in excess of the rate adjustment resulting from
1067 the application of Section 6.03. An extraordinary adjustment in rates will be deemed justified if it is necessary
1068 for the Contractor to make a substantial change in its operations, or substantial capital expenditure or
1069 investment to perform its obligations under this Agreement due to the occurrence of an event or circumstance
1070 which is beyond the reasonable control of Contractor. Extraordinary rate adjustments shall only be effective
1071 after approval by the City Council.

1072 6.11.1 Contractor's Burden. In the event of such an application for an extraordinary rate
1073 increase, it is understood that the Contractor shall have the burden of demonstrating to the reasonable

1074 satisfaction of the City the basis for the extraordinary increase cost. Contractor shall bear the burden of
 1075 justifying its request and shall be solely responsible for the cost of preparing and submitting sufficient
 1076 documentation in support of its request. City in its sole reasonable discretion may request Contractor to
 1077 provide any additional information it deems necessary to fully evaluate the request, and Contractor shall be
 1078 solely responsible for the cost of providing such additional information. Contractor shall allow City to review
 1079 a report of its annual revenues and expenses for the services provided in the City. City shall have the right
 1080 to review this information in connection with the City's review of Contractor's extraordinary rate adjustment
 1081 request. With respect to any financial statements or any other information Contractor specifically designates
 1082 as non-public information ("Confidential Information"), City agrees that, except as otherwise set forth in this
 1083 Section: (a) it will hold in confidence all Confidential Information; (b) it will restrict the disclosure of
 1084 Confidential Information within its own organization and to its agents or representatives who need to know
 1085 the Confidential Information for the purposes of the request; (c) it will not disclose Confidential Information
 1086 to any third party without the prior written consent of the Contractor; (d) it will not copy or reproduce any
 1087 written or electronically stored Confidential Information without the prior written approval of the Contractor;
 1088 and (e) it will not use Confidential Information except as required for consideration of the request. City may
 1089 consider increases or decreases in Contractor's total revenues and total cost of services when reviewing an
 1090 extraordinary rate adjustment request.

1091 6.11.2 Review Costs. At the time of its request, Contractor shall also submit a payment to
 1092 the City of **Twenty-Five Thousand Dollars (\$25,000)** to defray the City's costs to review the request for an
 1093 extraordinary rate increase. In the event the City's reasonable costs exceed that amount, Contractor shall
 1094 reimburse the City for any documented amount in excess. This payment amount shall increase annually by
 1095 the CPI Adjustment Calculation in Section 6.05.

1096 6.11.3 Meet and Confer. The City and Contractor agree to meet and confer regarding the
 1097 request and to negotiate in good faith regarding the appropriateness of the requested adjustment.

1098 6.11.4 City Review; Approval. City shall review the Contractor's request and, in the City's
 1099 sole and reasonable judgment, make the final determination as to whether an adjustment to the Maximum
 1100 Service Rates will be made, and, if an adjustment is permitted, the appropriate amount of the adjustment.
 1101 Approval of the City Council shall be required for any Extraordinary Adjustments. The City shall notify
 1102 Contractor of its decision within ninety (90) calendar days regarding whether it accepts Contractor's request.
 1103 Except as provided herein, any such change approved by the City shall not be implemented until July 1 of
 1104 the next Rate Year unless a different timeframe is approved by the City Council.

1105 6.12 Procedures in Event of Invalidation of Rate Adjustment. In the event that City is unable by
 1106 operation of Applicable Law to approve or implement a rate increase under this Article 6, or some or all of the
 1107 Maximum Service Rates are disallowed by operation of Applicable Law, Contractor will have the right, within
 1108 thirty (30) days after notice of any such inability to approve or invalidation of an approved rate increase, to
 1109 request, in writing, that City negotiate in good faith regarding reductions in programs, services, or fees to
 1110 compensate for any negative impact from the unapproved or invalidated rate increase. If City fails to
 1111 commence negotiations in good faith or negotiations are not completed within forty-five (45) days following
 1112 the date of receipt of Contractor's request, either party may terminate this Agreement no earlier than one
 1113 hundred and eighty (180) days after written notice to the other.

1114 **Article 7. Collection Service Billing**

1115 7.01 Responsibility for Collection Service Billing and Collection. Contractor shall be solely
1116 responsible for the billing and collecting of payments for the Solid Waste Collection Service it provides within
1117 the Service Area.

1118 7.02 Invoices. Contractor shall prepare and send out invoices, by either U.S. mail or email, to
1119 each Service Recipient in advance of all services provided by Contractor under this Agreement. Contractor
1120 shall include an online payment option for all Customers regardless of invoice format. If sent by mail, invoices
1121 for each billing period shall be placed in a separate envelope accompanied by a self-addressed return
1122 envelope. All invoices shall include Contractor's email address, include directions for payment by payment
1123 by check, credit card, or Automated Clearing House (ACH) debit, and shall include or be accompanied by a
1124 complete billing statement showing all charges and all services provided. Contractor's online billing portal
1125 shall include clear instructions for how to contact the Contractor if the Service Recipient has questions about
1126 an invoice. City shall have the right to direct Contractor to revise the format of all invoices and billing
1127 statements upon reasonable notice to Contractor.

1128 7.03 Timing; Frequency. Contractor shall not initiate billing to any Service Unit sooner than the
1129 first day of the service period of Collections Service covered by the invoice. Contractor shall invoice Service
1130 Recipients once every month for Commercial Service Units and MFD Service Units and once every Quarter
1131 for SFD Service Units. SFD Service Units may opt to receive monthly invoices rather than quarterly invoices
1132 with no penalty. No invoice shall be due and payable sooner than the last day of the respective month or
1133 Quarter for which Solid Waste Collection is provided.

1134 7.04 Partial Month Service. If, during a month, a Service Unit is added to or deleted from
1135 Contractor's Service Area, Contractor shall pro-rate billing to the Service Recipient on a weekly basis, with
1136 one week being equal to one-fourth of the applicable Maximum Service Rate found in Exhibit 1 multiplied by
1137 the number of weeks of service provided by Contractor.

1138 7.05 Overpayments. Contractor shall refund or issue a service credit for overpayments by
1139 Service Recipients no later than 30 days after Contractor discovers or is notified of the overpayment.
1140 Contractor shall refund every overpayment that: (1) exceeds two hundred dollars (\$200) or the amount of
1141 Service Recipient's typical invoice, whichever is less; or (2) is due to the Service Recipient closing the account
1142 prior to the end of the billing period.

1143 7.06 Delinquent Service Accounts. Contractor shall report all Service Recipients whose
1144 accounts are delinquent by more than ninety (90 days) to the Agreement Administrator on a monthly basis.

1145 7.07 Contractor's Reservation of Legal Rights and Remedies. Notwithstanding any other
1146 provision of this Article, Contractor reserves its right to, and may take such action as is legally available to
1147 Contractor, to collect or cause collection of past due invoice amounts; provided, however, that Contractor
1148 shall never discontinue Solid Waste Collection to any Service Unit. Contractor may send a written notice to
1149 Service Recipient regarding payments of Billings during the billed service period.

1150 7.08 Collection of Past Due Accounts.

1151 7.08.1 Contractor shall be responsible for collection of payment from Customers with past-
1152 due accounts (“bad debt”). Contractor shall utilize the following Collection procedures for past due accounts:

1153 a) Each past due account will receive at least one phone attempt between ninety
1154 (90) and one hundred twenty (120) days past due.

1155 b) Each account with a one hundred twenty (120) day past due balance will be
1156 sent a letter advising they are past due and requiring payment within thirty (30)
1157 days.

1158 c) A second phone attempt will be made after mailing the one hundred twenty
1159 (120) day notice.

1160 d) Twenty-three (23) days later, all accounts that still have a one hundred twenty
1161 (120) day past due balance will be sent a letter advising they are past due and
1162 requiring payment within seven (7) days. A final phone attempt will be made
1163 on each past due account.

1164 e) At one hundred fifty (150) days, past due accounts will have received a
1165 minimum of three (3) phone attempts and two (2) letters. At this time, service
1166 to these accounts shall be stopped and the City notified of all stopped
1167 accounts.

1168 f) Prior to stopping service, a manual check of each account will be performed
1169 to ensure there are no: (i) other active accounts at that address, (ii) active
1170 payment plans or arrangements, and/or (iii) accounting or billing errors. This
1171 process shall be repeated monthly. If there has been no successful contact or
1172 resolution, the account may be flagged for transfer to an outside collection
1173 agency.

1174 g) In the case that the Customer is a different Person or entity than the property
1175 owner, all communications enumerated above shall be issued to both the
1176 Customer and the property owner.

1177 7.09 Billing Accounts After Missed Collections.

1178 7.09.1 In the event of a missed Collection, wherein Containers were properly set out in a
1179 timely manner and wherein the Contractor was unable resolve the complaint by the end of the following
1180 Workday, Contractor shall credit the account of the Customer that experienced the missed Collection by a
1181 prorated amount for that missed Service on a weekly basis, with one week being equal to one-fourth of the
1182 applicable monthly Service Rate Charges found in Exhibit 1 multiplied by the number of weeks of Service
1183 missed by Contractor.

1184 7.09.2 In the event that a Customer was subject to a missed Collection wherein Containers
1185 were properly set out in a timely manner and wherein the Contractor was unable to return and Collect the
1186 Customer's Solid Waste until the following week, that Customer shall not be subject to any Solid Waste
1187 Overage fees or otherwise be penalized or tracked for an instance of Overage.

1188 **Article 8. Diversion Requirements**

1189 8.01 Warranties and Representations. Contractor warrants that it is aware of and familiar with
1190 City's waste stream, and that it has the ability, and shall use commercially reasonable efforts to provide and
1191 employ, sufficient programs and services to ensure City will meet or exceed City's Diversion goals and
1192 requirements (including, without limitation, amounts of Solid Waste to be Diverted, timeframes for Diversion,
1193 and any other requirements) as set forth in this Article, Applicable Law, and CalRecycle Regulations, and that
1194 Contractor will do so without imposing any costs or fees other than those set forth in Exhibit 1. Contractor
1195 hereby agrees to assist the City to meet or exceed, on an annual basis, the Diversion Compliance, by
1196 undertaking the actions set forth in Section 8.02.

1197 8.02 Contractor Required Actions. Contractor shall take all of the following actions to assist the
1198 City in meeting, on an annual basis, Diversion Compliance:

1199 8.02.1 Except for Organic Waste Collected from homeless encampments or material
1200 subject to quarantine by the California Department of Food & Agriculture, and except as provided in Sections
1201 5.06 and 5.10, Collect and deliver all Organic Waste to the Organic Waste Processing Facility for processing
1202 and Diversion.

1203 8.02.2 Except as provided in Sections 5.06 and 5.10, Collect and deliver all Recyclable
1204 Materials to the Materials Recovery Facility.

1205 8.02.3 Collect and deliver all Garbage to the Disposal Facility.

1206 8.02.4 Collect and deliver all Construction and Demolition Debris to the Materials Recovery
1207 Facility.

1208 8.02.5 Deliver all material set out for Collection in Cart, Bins, or Roll-Off Containers
1209 identified as containing Source Separated Recyclable Material to the Materials Recovery Facility for
1210 processing and Diversion.

1211 8.02.6 Deliver all material set out for Collection in Cart, Bins, or Roll-Off Containers
1212 identified as containing Source Separated Organic Waste to the Organic Waste Processing Facility for
1213 processing and Diversion.

1214 8.02.7 Only material in Garbage Carts or Garbage Bins will be delivered to the Disposal
1215 Facility for Disposal. All other material must go to the appropriate facility for full processing and Diversion.

1216 8.02.8 Contractor must take all commercially reasonable and lawful actions to maximize
1217 Diversion of materials from landfills.

1218 8.02.9 Contractor must develop and provide sufficient accurate information and data as
1219 necessary to ensure that Contractor and City annually demonstrate Diversion Compliance to CalRecycle.

1220 8.02.10 Contractor must implement public education and outreach programs as required
1221 under this Agreement.

1222 8.03 Annual Reporting. Contractor shall calculate the Diversion Compliance Rate on an annual
1223 basis and shall deliver a written report regarding the same to the City no later than February 14 of the year
1224 following the reporting period as set forth in Section 22.06.

1225 8.04 Failure of Recyclables Market. Notwithstanding any other provision of this Agreement to
1226 the contrary, where CalRecycle has determined that there are no commercially viable markets for a specific
1227 type of Recyclable Materials, or with written notice to City, Contractor is unable to identify a market for one or
1228 more Recyclable Materials despite the exercise of commercially reasonable efforts to process and market
1229 the material, and determines to Dispose of the Recyclable Material(s), such a determination shall not
1230 constitute a failure to implement service, a failure to implement a program, or an event of default hereunder.

1231 8.05 Failure to Meet Diversion Rate. If CalRecycle determines that City has failed to meet the
1232 Diversion Compliance due to Contractor's failure to undertake the actions described in this Section,
1233 Contractor must prepare, at Contractor's cost and expense, and submit a corrective action plan to City
1234 sufficient to demonstrate good faith efforts by City to comply with Diversion Compliance and that is otherwise
1235 acceptable to CalRecycle, and may be subject to Administrative Charges and Penalties as allowed under
1236 Article 25 and specified in Exhibit 5. Contractor must also submit a written corrective action plan to the City
1237 before March 15 of the year following the missed minimum Diversion requirement. Contractor's corrective
1238 action plan must specify all actions Contractor will take to ensure it will meet Diversion Compliance Rates in
1239 the future and shall be subject to the review and approval by the Agreement Administrator. Contractor must
1240 implement all measures identified in the corrective action plan at its sole cost and expense, unless the failure
1241 to meet Diversion Compliance was due to a Change in Law or due to the negligent acts or omissions of the
1242 City. If Contractor fails to submit an adequate corrective action plan or to fully implement a City-approved
1243 corrective action plan, it shall subject Contractor to Administrative Charges and Penalties as allowed under
1244 Article 25 and specified in Exhibit 5 in addition to any other remedies available to the City.

1245 8.06 Representations and Warranties. Contractor represents and warrants that it is aware of
1246 and familiar with the Diversion Compliance, the Applicable Laws, and City's waste stream. Contractor
1247 represents and warrants that it has the capacity, skill, and ability to undertake the actions identified in Section
1248 8.02 above without imposing any costs or fees other than those set forth in the Schedule of Maximum Service
1249 Rates, as may be adjusted as provided for in this Agreement. Where the Diversion Compliance is modified
1250 by a Change in Law, Contractor agrees to develop and implement such actions, programs, and measures as
1251 are necessary to bring City into compliance with the modified Diversion Compliance, and City agrees that it
1252 will meet and confer with Contractor for a period not to exceed ninety (90) days regarding such actions,
1253 programs, and measures, their implementation, and adjustments to rates reasonably necessary to effectuate
1254 same in accordance with Section 30.01.

1255 8.07 Mutual Cooperation. City and Contractor shall each reasonably cooperate in good faith
1256 with all efforts of the other Party to meet City's Diversion requirements under Applicable Law and the
1257 Contractor's obligations under this Article. City's obligations in this regard shall include, without limitation,
1258 making such petitions and applications as may be reasonably requested by Contractor for time extensions in
1259 meeting Diversion goals, or other exceptions from the terms of Applicable Laws, and to agree to authorize
1260 such changes to Contractor's Recyclable Materials, Organic Waste, or Solid Waste programs as may be
1261 reasonably requested by Contractor in order to achieve the minimum requirements of this Article.

1262 8.08 Contractor's Diversion Programs. Contractor shall implement the Diversion programs
1263 required under this Agreement to ensure that City and Contractor comply with all Diversion requirements
1264 under Applicable Law and the City meets or exceeds all minimum Diversion requirements under Applicable
1265 Law. Contractor shall furthermore, at its sole cost and expense, (1) assist the City in responding to inquiries
1266 from, or prepare for and attend any hearing before, CalRecycle or any other regulatory agency relating to the
1267 City's compliance with Applicable Law; prepare for and participate in CalRecycle's review of the City's SRRE;
1268 apply for any extension available under Applicable Law; develop and implement a public awareness and
1269 education program consistent with the City's SRRE and Household Hazardous Waste Element and any
1270 related requirements of Applicable Law; (2) provide the City with Recycling, source reduction, and other
1271 technical assistance as may be needed to comply with Applicable Law; and (3) advise the City of additional
1272 programs or measures Contractor can, if authorized by the City, implement to increase compliance with the
1273 Diversion requirements of Applicable Law.

1274 8.09 New Diversion Programs. If Contractor fails to meet any Diversion Compliance requirement
1275 or the City fails to meet any CalRecycle Diversion requirement, notwithstanding Contractor's implementation
1276 of all Diversion and public education programs as required by this Agreement, the City may direct Contractor
1277 to modify its Diversion and public education programs or implement new programs. Such modifications may
1278 constitute a City-Directed Change under Section 30.01. Contractor shall not implement new Diversion
1279 programs not described in this Agreement without the City's prior consent.

1280 8.10 Nothing contained herein shall prohibit Contractor from meeting its Diversion requirements
1281 by any alternative methods or procedures, provided it complies with Applicable Law, as may be amended
1282 from time to time. Contractor's ability to meet its Diversion requirements by alternative methods per this
1283 Section is subject to Agreement Administrator review and approval.

1284 8.11 Contractor agrees to indemnify and hold harmless the City, its Council, elected and
1285 appointed board or commission members, officers, employees, volunteers, and agents (collectively,
1286 "Indemnities") from and against any and all loss, liability, penalty, forfeiture, claim, demand, action,
1287 proceeding, or suit in law or equity of any and every kind and description, whether judicial, quasi-judicial, or
1288 administrative in nature, arising or resulting from or in any way connected with Contractor's obligation to meet
1289 Diversion requirements as more fully set forth in Section 28.04 of this Agreement.

1290 **Article 9. Service Unit Types**

1291 9.01 Service Units. Service Units include all the following categories of Premises which are in
1292 the Service Area as of July 1, 2025, and all such Premises which may be added to the Service Area by means
1293 of annexation, new construction, or as otherwise set forth in this Agreement during Term of this Agreement:

1294 9.01.1 SFD Service Units. Services are specified in Article 10.

1295 9.01.2 MFD Service Units. Services are specified in Article 11.

1296 9.01.3 Commercial Service Units. Services are specified in 11.11.

1297 9.01.4 Industrial Service Units. Services are specified in Article 13.

1298 9.01.5 City Service Units. Services are specified in Article 14.

1299 9.01.6 Any question as to whether a Premises falls within one of these categories will be
1300 determined by the Agreement Administrator and the determination of the Agreement Administrator will be
1301 final.

1302 9.02 Service Unit Changes. City and Contractor acknowledge that during the Term of this
1303 Agreement it may be necessary or desirable to add or delete Service Units for which Contractor will provide
1304 Service.

1305 9.02.1 Additions and Deletions. Contractor must provide services described in this
1306 Agreement to new Service Units in Contractor's Service Area within five (5) Workdays of receipt of notice
1307 from City or the new Service Unit to begin such Service.

1308 9.03 Annexation. If, during Term of the Agreement, additional territory within or adjacent to the
1309 Contractor's Service Area is acquired by City through annexation, subject to the requirements of Public
1310 Resources Code Section 49520, Contractor agrees to provide Solid Waste Collection in such annexed area
1311 in accordance with the provisions and Maximum Service Rates set forth in this Agreement after termination
1312 of former contractor's rights to provide service have been exhausted. Such Solid Waste Collection must begin
1313 within five (5) Workdays of receipt of written notice from City. Contractor may not begin Collection Service
1314 without written authorization from City.

1315 9.04 Route Map Update. Contractor must revise the Service Unit route maps to show the
1316 addition of Service Units added due to annexation and must provide such revised maps to the Agreement
1317 Administrator as requested.

1318 9.05 Shared Service. Provided that such action is not disallowed under City Municipal Code,
1319 City businesses shall not be prohibited from sharing bins with other businesses as a single Commercial
1320 Service Unit, or from coordinating to share a single Commercial Service Unit Collection account; and City
1321 residents shall not be prohibited from sharing bins with other residents as a single SFD Service Unit, or from
1322 coordinating to share a single SFD Service Unit Collection account.

1323 **Article 10. Residential Service**

1324 10.01 SFD Conditions of Service. Except as set forth below, Contractor must provide SFD
1325 Collection Service to all SFD Units in the Service Area. The SFD Service is governed by the following terms
1326 and conditions:

1327 10.01.1 Curb Service. Except for those Service Recipients that choose to receive Bins for
1328 service, Contractor must provide SFD Collection Service to all SFD Service Units in the Service Area whose
1329 SFD Solid Waste is properly containerized in Garbage Carts; Recyclable Materials are properly
1330 containerized in Recyclable Materials Carts, except as set forth in Section 10.09.2; and Organic Wastes are
1331 properly containerized in Organic Waste Carts, except as set forth in Section 10.10.3; and where the
1332 Garbage, Recyclable Materials, and Organic Waste carts have been placed within three (3) feet of the curb,
1333 swale, paved surface of the public roadway, closest accessible roadway, or other such location agreed to
1334 by Contractor and Service Recipient that will provide safe and efficient accessibility to Contractor's Collection
1335 crew and vehicle.

1336 10.01.2 Bundled SFD Cart Service. Contractor will use a weekly Bundled SFD Solid Waste
1337 Collection Service system with one (1) Black or Grey Garbage Cart (at either a 20-, 32-, 64, or 96-gallon
1338 size), one (1) 96-Gallon Blue Recyclable Materials Cart, and one (1) 96-Gallon Green Organic Waste Cart
1339 as part of the base SFD Solid Waste Collection Service, in accordance with the service rates set forth in
1340 Exhibit 1. Additional Recyclable Materials Carts and Organic Waste Carts shall be made available in
1341 accordance with the service rates set forth in Exhibit 1. Recyclable Materials and Organic Waste Carts with
1342 a capacity of 20 gallons, 34 gallons, or 64 gallons may be requested by Customers that can demonstrate
1343 that they (a) have cart storage space constraints and (b) do not generate sufficient quantities of a waste
1344 stream type to justify the larger size of cart. Pricing for downsizing Carts, upsizing carts, or adding additional
1345 Carts, relative to the base Bundled Service, are included in Exhibit 1.

1346 10.01.3 On-Premises Service. Notwithstanding any term or definition set forth in this
1347 Agreement, Contractor must provide Collection of SFD Garbage, Recyclable Materials, and Organic Waste
1348 on the SFD Service Recipients Premises to an SFD Service Unit as follows.

1349 10.01.3.1 At no additional cost to the SFD Service Unit. SFD Service Units
1350 where all adult Service Recipients residing therein have disabilities that prevent them from setting their
1351 Garbage, Recyclable Materials, Organic Waste Cart, or Bulky Waste at the curb for Collection, and if a
1352 request for on-premises service has been made. For Bulky Waste on-premises services, materials must be
1353 staged externally to the Dwelling Unit in a location that's accessible and visible to Contractor, as close to
1354 the Service Unit's standard curbside Collection location as is feasible for the Customer.

1355 10.01.3.2 At an additional cost to the SFD Service Unit.
1356 A. SFD Service Units where topography, steep driveways, below-grade dwellings, or
1357 limited access to public streets that prevent the SFD Service Recipient from setting their Garbage,
1358 Recyclable Materials, or Organic Waste Cart at the curb for Collection, as determined by the City and
1359 agreed by the Contractor, and if a request for on-premises service has been made.

1360 B. SFD Service Units inaccessible by standard 3- or 4-axel Collection Vehicles as
1361 determined by the Contractor and agreed by the City. Stinger/scout truck services shall be provided for the
1362 retrieval of Collection Containers from locations with accessibility constraints that make Containers difficult
1363 or impossible to access using regular trash Collection trucks.

1364 C. Contractor must offer "push services" to SFD Service Recipients other than those
1365 listed above on a subscription basis upon request for the Maximum Service Rates set forth in Exhibit 1.
1366 Push services include, but are not limited to, dismounting from the Collection Vehicle, moving the Collection
1367 Containers from their storage location for Collection, and returning the Collection Containers back to their
1368 storage location.

1369 10.01.3.3 Contractor must provide on-premises Collection Service on the
1370 same Workday that curbside Collection would otherwise be provided to the SFD Service Unit.

1371 10.02 Frequency and Scheduling of Service. SFD Collection Service must be provided one (1)
1372 time per week, on a schedule matching the City's current service schedule. SFD Collection Service must be
1373 scheduled so that all Service Units receive Garbage Collection Service, Recyclable Materials Collection
1374 Service, and Organic Waste Collection Service on the same Workday. SFD Collection Service must be
1375 provided, commencing no earlier than 6:00 a.m. and terminating no later than 6:00 p.m., Monday through
1376 Friday, except for Holidays in accordance with Section 5.03. The hours, day, or both of Collection may be
1377 extended due to extraordinary circumstances or conditions with the prior verbal or written consent of the
1378 Agreement Administrator.

1379 10.03 Manner of Collection. The Contractor must provide Collection Service with as little
1380 disturbance as possible; the Contractor must leave any Garbage, Recyclable Materials, or Organic Waste
1381 Cart in an upright position, with the lid closed, at the same point it was Collected, without obstructing alleys,
1382 roadways, driveways, sidewalks, or mailboxes. Contractor's employees providing Collection Service must
1383 follow the regular walk for pedestrians while on private property and may not trespass nor cross property to
1384 the adjoining Premises unless the occupant or owner of both properties has given permission. Care should
1385 be taken to prevent damage to property, including flowers, shrubs, and other plantings.

1386 10.03.1 Any damage caused by Contractor to Service Recipient property shall be repaired
1387 or replaced promptly.

1388 10.03.2 Notification of Accidents. Contractor shall notify City Representative of any
1389 accidents occurring within the Service Area that involve Contractor's vehicles, employees, or equipment that
1390 result in any personal injury or property damage. Such notification shall be made within twenty-four (24)
1391 hours of occurrence to City Representative via both (a) email and (b) either an in-person visit or a telephone
1392 call. If Contractor is unable to reach City Representative in person or via telephone, a voicemail is an
1393 acceptable alternative.

1394 10.04 Kitchen Food Waste Pails. At the start of this Agreement, Contractor must make available,
1395 upon request, Kitchen Food Waste Pails that comply with Collection Container specifications in Exhibit 3.

1396 10.05 Replacement of Carts. Contractor's employees must take care to prevent damage to Carts
1397 by unnecessary rough treatment. Any Cart damaged by the Contractor must be replaced by Contractor, at
1398 Contractor's expense, within five (5) Workdays at no cost or inconvenience to the Service Recipient.

1399 10.05.1 Upon notification to Contractor by City or a Service Recipient that the Service
1400 Recipient's Cart(s) has been stolen or damaged beyond repair through no fault of Contractor, Contractor
1401 must deliver a replacement Cart(s) to such Service Recipient within five (5) Workdays. Contractor must
1402 maintain records documenting all Cart replacements occurring.

1403 10.05.2 Each Service Recipient is entitled to the replacement of one (1) lost, destroyed, or
1404 stolen Cart every five (5) years during the life of this Agreement at no cost to the Service Recipient. Except
1405 in the case of a Cart that must be replaced because of damage caused by Contractor or in the case where
1406 Contractor elects to replace a Cart rather than repair it on-site, Contractor will be compensated for the cost
1407 of those replacements in excess of one (1) per type of Cart per Service Recipient during the aforementioned
1408 five (5) year period within the Term of the Agreement, in accordance with the "Cart Exchange" Maximum
1409 Service Rates set forth in Exhibit 1, or as may be adjusted by the City from time to time as provided under
1410 this Agreement.

1411 10.05.3 Contractor understands and agrees that this provision is intended to be applied on
1412 a per Cart type, individual Service Recipient basis, and accordingly each Service Recipient could receive up
1413 to three (3) replacement Carts, one (1) of each type, every five (5) years during the Term of the Agreement.

1414 10.05.4 Repair of Garbage, Recyclable Materials, and Organic Waste Carts. Contractor is
1415 responsible for the repair of Carts, including, but not limited to, hinged lids, wheels, and axles. Within five (5)
1416 Workdays of notification by the City or a Service Recipient of the need for such repairs, Contractor must
1417 repair the Cart or, if necessary, remove the Cart for repairs and deliver a replacement Cart to the Service
1418 Recipient. Collection Container repair also includes the removal of graffiti from the Collection Container.

1419 10.05.5 Cart Exchange. Upon notification to Contractor by City or a Service Recipient that
1420 a change in the size of a Cart is requested, Contractor must deliver such Cart to such Service Recipient
1421 within five (5) Workdays. Each SFD Service Unit is eligible to receive one (1) free Cart exchange per
1422 Calendar Year during the Term of this Agreement for moving to a larger Garbage, Recyclable Materials, or
1423 Organic Waste Cart size. Each SFD Service Unit is eligible to receive unlimited Cart exchanges per Calendar
1424 Year during the Term of this Agreement for moving to a smaller Garbage Cart size. Each SFD Service Unit
1425 is eligible to receive one (1) free Cart exchange per Calendar Year during the Term of this Agreement for
1426 moving to a smaller Recyclable Materials or Organic Waste Cart size, provided they meet the qualifications
1427 articulated in Section 10.01.2 above. Accordingly, Contractor will be compensated only for the cost of those
1428 exchanges in excess of one (1) per Calendar Year for those Service Units receiving larger Cart sizes, in
1429 accordance with the "Cart Exchange" service rate as set forth in Exhibit 1 or as may be adjusted this
1430 Agreement.

1431 10.05.6 Additional Cart Request. Upon notification to the Contractor by City or a Service
1432 Recipient that additional Black or Grey Carts for Garbage, Blue Carts for Recyclable Materials, or Green

1433 Carts Organic Waste are requested, Contractor shall deliver such Carts to such Service Recipient within five
1434 (5) Workdays, at the rate set forth in Exhibit 1.

1435 10.06 Ownership of Carts. Ownership of Carts is vested with the Contractor.

1436 10.07 Cleaning of Collection Containers. Once every five (5) years, starting at the date of
1437 signature of this agreement, each SFD Service Recipient is entitled to request the exchange of up to three
1438 (3) carts, one each of dirty Garbage, Recyclable Materials, and Organic Waste Carts, for clean Garbage
1439 Recyclable Materials, or Organic Waste carts. Upon receiving such a request from an SFD Service Recipient
1440 within the allowed timeframe, Contractor must replace the dirty Collection Container(s) with clean Collection
1441 Container(s). Any Collection Container cleanings done at a Contractor facility must be done in such a manner
1442 that results in no water entering the City's storm drain system. This service must be provided at no charge to
1443 the Service Recipient, so long as the service is not requested more than once every five years. In addition,
1444 regardless of whether this cleaning is requested by the Service Recipient, Contractor will ensure that all
1445 Collection Containers are cleaned on an as-needed basis so as to maintain a clean appearance and proper
1446 function. Additional cleanings beyond once every five years will be subject to the Maximum Service Rate set
1447 forth in Exhibit 1.

1448 10.08 SFD Garbage Collection Service. This service is governed by the following terms and
1449 conditions:

1450 10.08.1 Non-Collection. Contractor is not required to Collect any Garbage that is not placed
1451 in a Garbage Cart. For every event of non-collection, Contractor must provide the following written notice
1452 via email, U.S. mail, or in person (which may be by Non-Collection Notice) to the Service Recipient: the date
1453 of the Solid Waste Non-Collection and the reason for Non-Collection. Contractor's Non-Collection Notice for
1454 SFD Service Recipients shall also contain instructions on (a) how to schedule a Bulky Waste Collection and,
1455 if relevant, (b) how to request an additional Collection Container, as well as a QR code that links to a website
1456 with all Disposal programs offered by the City. If Non-Collection occurs for some unforeseeable circumstance
1457 not listed above that the Contractor encounters and is impeded by, Contractor shall provide the same written
1458 notice as described in this Section.

1459 10.08.2 Disposal Facility. Except as set forth below, all Garbage Collected as a result of
1460 performing Solid Waste Collection must be transported to, and Disposed of, at the Disposal Facilities listed
1461 in Exhibit 8. Failure to comply with this provision may result in assessment of Administrative Charges and
1462 Penalties as specified in Exhibit 5 and may result in Contractor being in default under this Agreement.

1463 10.09 SFD Recyclable Materials Service. This service is governed by the following terms and
1464 conditions:

1465 10.09.1 Overages. Corrugated cardboard that will not fit inside the Recyclable Materials
1466 Cart may be placed beside the Recyclable Materials Cart if flattened.

1467 10.09.2 Recyclable Materials - Improper Procedure. The Contractor is not required to
1468 Collect Recyclable Materials if the Service Recipient does not segregate the Recyclable Materials from Solid

1469 Waste or Organic Waste. Furthermore, Contractor is not required to Collect Recyclable Materials that are
1470 contaminated through commingling with Solid Waste or Organic Waste. To address contamination,
1471 Contractor must follow the steps set forth in Section 5.07.

1472 10.09.3 Materials Recovery Facility. Except as provided in Section 5.07, all Recyclable
1473 Materials Collected as a result of performing Recycling services must be delivered to the Materials Recovery
1474 Facility listed in Exhibit 8. Failure to comply with this provision may result in assessment of Administrative
1475 Charges and Penalties as specified in Exhibit 5 and may result in Contractor being in default under this
1476 Agreement.

1477 10.09.4 Move-In/Out Collection Service. Within three (3) months of vacating or newly
1478 occupying the dwelling, at no additional charge, each SFD Customer may request that Contractor provide
1479 one on-call Move-In/Out Recyclable Material Collection Service for recyclable packaging materials such as
1480 flattened cardboard boxes, bundled newspaper, and packaging foam. This will be offered as a one-time
1481 service for each new account. This service shall only include Recyclable Materials, and in the event that the
1482 Service Recipient includes Garbage in the materials set out for Collection by Contractor, this service shall
1483 be counted as one of the SFD Service Recipient's free annual Bulky Waste Collections as set forth in Section
1484 10.11.

1485 10.09.5 Recyclable Materials - Changes to Services. Should changes in Applicable Law
1486 arise that necessitate any additions or deletions to the services described in this Section, including the type
1487 of items included as Recyclable Materials, the parties will negotiate any necessary cost changes and will
1488 enter into an Agreement amendment covering such modifications to the services to be performed and the
1489 compensation to be paid in accordance with Section 30.02 before undertaking any changes or revisions to
1490 such services.

1491 10.10 SFD Organic Waste Collection Service. This service is governed by the following terms
1492 and conditions:

1493 10.10.1 Organic Waste Processing Facility. Contractor must deliver all Collected Organic
1494 Waste to the Organic Waste Processing Facility listed in Exhibit 8 and agreed upon by the City. Failure to
1495 comply with this provision may result in assessment of Administrative Charges and Penalties as specified in
1496 Exhibit 5 and may result in Contractor being in default under this Agreement.

1497 10.10.2 Holiday Tree Collection. Contractor must Collect Holiday Trees set out at the curb
1498 for Collection during the three-week period beginning December 26th each year during the Term of this
1499 Agreement. Holiday Trees set out for Collection may either be containerized within an Organic Waste Cart
1500 or placed on the ground near the Service Unit's Collection Containers. Contractor must deliver the Collected
1501 Holiday Trees to the Organic Waste Processing Facility for Diversion through uses other than Alternative
1502 Daily Cover or Beneficial Use. This annual service will be provided at no additional charge to the Service
1503 Recipient and shall not be counted as one of the SFD Service Recipient's free annual Bulky Waste
1504 Collections as set forth in Section 10.11. Contractor is not required to Divert Holiday Trees with tinsel,
1505 flocking, or ornaments.

1506 10.10.3 Organic Waste - Improper Procedure. Contractor is not required to Collect Organic
1507 Waste if the Service Recipient does not segregate the Organic Waste from Solid Waste or Recyclable
1508 Materials. Furthermore, Contractor is not required to Collect Organic Wastes that are contaminated through
1509 commingling with Solid Waste or Recyclable Materials. Contractor will address contamination in accordance
1510 with Section 5.07.

1511 10.11 SFD Bulky Waste Collection Service. This service is governed by the following terms and
1512 conditions:

1513 10.11.1 Conditions of Service. Contractor must provide SFD Bulky Waste Collection
1514 Service, including the Collection of E-Waste and U-Waste, to all SFD Service Units in the Service Area
1515 whose Bulky Waste, E-Waste, and U-Waste have been placed within three (3) feet of the curb, swale, paved
1516 surface of the public roadway, closest accessible roadway, or other such location agreed to by Contractor
1517 and Service Recipient, that will provide safe and efficient accessibility to Contractor's Collection crew and
1518 vehicle. Up to two (2) times per Calendar Year, each Service Recipient is entitled to receive Bulky Waste
1519 Disposal amounting to the equivalent of (a) three (3) Large Items, (b) fifteen (15) 35-gallon bags with a
1520 maximum weight of 50 pounds per each bag, (c) four (4) 95-gallon bags with a maximum weight of 50 pounds
1521 per each bag, (d) five (5) E-Waste items, or (e) up to 1.8 cubic yards of Garbage or Organic Waste per
1522 Dwelling Unit for up to four (4) units at no additional cost and expense. For subsequent Collection in any
1523 Calendar Year, the Contractor shall receive compensation from the Customer at the rate for such service as
1524 set in Exhibit 1. **Optional service may not be selected by City.**

1525 10.11.2 Frequency of Service. Bulky Waste Collection Service will be provided on the next
1526 regular Collection day if the request is received at least two (2) Workdays in advance of the next regular
1527 Collection day. The Service Recipient may not intentionally commingle residential Bulky Waste with other
1528 Residential Waste.

1529 10.11.3 Bulky Waste Containing Freon. In the event Contractor Collects Bulky Waste that
1530 contain Freon, Contractor must handle such Bulky Waste in a manner such that the Bulky Waste is not
1531 subject to regulation as Hazardous Waste under applicable State and Federal laws or regulations.

1532 10.11.4 Maximum Reuse and Recycling. Contractor must Dispose of Bulky Waste Collected
1533 from Service Units pursuant to this Agreement in accordance with the following hierarchy:

- 1534 10.11.4.1 Reuse as is (where energy efficiency is not compromised).
- 1535 10.11.4.2 Disassemble for reuse or Recycling.
- 1536 10.11.4.3 Recycle.
- 1537 10,11.4.4 Disposal.

1538 10.11.5 Disposal of Bulky Waste. Contractor may not landfill such Bulky Waste unless the
1539 Bulky Waste cannot be reused or recycled.

1540 10.12 Used Motor Oil Collection Service. At no additional cost to Service Recipient, Contractor
1541 shall provide used oil Collection Service to all SFD Service Units in the Service Area whose used oil has been

1542 placed in Contractor-provided receptacles within three (3) feet of the curb, swale, paved surface of the public
1543 roadway, closest accessible roadway, or other such location agreed to by Contractor and Service Recipient.
1544 To participate in used oil Collection service, a SFD Customer must contact Contractor to sign up for the
1545 service, after which point they will receive from the Contractor spill-safe receptacles for the Collection of used
1546 motor oil and plastic bags for the Collection of used oil filters. A SFD Customer must also contact Contractor
1547 to request Collection Service in advance of a pick-up. Used oil Collection Service will be provided on the next
1548 regular Collection day if the request for a pick-up is received at least two (2) Workdays in advance of the next
1549 regular Collection day. Contractor shall then provide replacement receptacles and filter bags to SFD
1550 Customers upon further request.

1551 **Article 11. MFD Service**

1552 11.01 MFD Conditions of Service. Except as set forth below, Contractor must provide MFD
1553 Collection Service to all MFD Units in the Service Area. The MFD Service is governed by the following terms
1554 and conditions:

1555 11.01.1 Bundled MFD Cart Service. Except for those Service Recipients that choose to
1556 receive Bins for service, Contractor must provide MFD Collection Service to all MFD Service Units in the
1557 Service Area whose MFD Solid Waste is properly containerized in Black/Grey Garbage Carts; Blue
1558 Recyclable Materials are properly containerized in Recyclable Materials Carts, except as set forth in Section
1559 11.08.4; and Organic Wastes are properly containerized in Green Organic Waste Carts, except as set forth
1560 in Section 11.09.5; and where the Garbage, Recyclable Materials, and Organic Waste carts have been
1561 placed within three (3) feet of the curb, swale, paved surface of the public roadway, closest accessible
1562 roadway, or other such location agreed to by Contractor and Service Recipient that will provide safe and
1563 efficient accessibility to Contractor's Collection crew and vehicle. Bundled MFD Cart Service shall be
1564 provided in Garbage Carts at the size and frequency as requested by the MFD Service Recipient, subject to
1565 the Service Rates set forth in Exhibit 1, and including at no additional cost 96 gallons worth of Blue
1566 Recyclable Materials Cart space and 96 gallons worth of Green Organic Waste Cart space per Service
1567 Recipient as part of the base bundled MFD Collection Service. The 96 gallons worth of aforementioned Cart
1568 space shall be provided as either one (1) 96-gallon Cart or multiple smaller Carts, depending on the request
1569 of the Service Recipient. Additional services may be requested by the MFD Service Recipient, in line with
1570 the Service Rates set forth in Exhibit 1.

1571 11.01.2 Bundled MFD Bin Service. Contractor must provide MFD Solid Waste Collection
1572 Service to MFD Service Units in the Service Area that choose to receive Bins for service. MFD Collection
1573 Service shall be provided in Garbage Bins at the size and frequency as requested by the MFD Service
1574 Recipient, subject to the Service Rates set forth in Exhibit 1, and including at no additional cost 96 gallons
1575 worth of Blue Recyclable Materials Cart space and 96 gallons of Green Organic Waste Cart space per
1576 Service Recipient as part of the base bundled MFD Collection Service. The 96 gallons worth of
1577 aforementioned Cart space shall be provided as either one (1) 96-gallon Cart or multiple smaller Carts,
1578 depending on the request of the Service Recipient. Additional services may be requested by the MFD
1579 Service Recipient, in line with the Service Rates set forth in Exhibit 1.

1580 11.01.3 Exemptions from Recyclable Materials or Organic Waste Collection Service. To be
1581 exempted from MFD Recyclable Materials Service or MFD Organic Waste Collection Service, Service
1582 Recipient must apply for exemption to the Contractor. All such exemption applications must be reported and
1583 approved by the City. Additional Collection Containers or different size Collection Containers are subject to
1584 the applicable Maximum Service Rate set forth in Exhibit 1.

1585 11.01.4 On-Premises Service. Notwithstanding any term or definition set forth in this
1586 Agreement, Contractor must provide Collection of MFD Garbage, Recyclable Materials, and Organic Waste
1587 on the MFD Service Recipients Premises to an MFD Service Unit as follows.

1588 11.01.4.1 At no additional cost to the MFD Service Unit. MFD Service Units
1589 where all adult Service Recipients residing therein have disabilities that prevent them from setting their
1590 Garbage, Recyclable Materials, Organic Waste Cart, or Bulky Waste at the curb for Collection, and if a
1591 request for on-premises service has been made. For Bulky Waste on-premises services, materials must be
1592 staged externally to the Dwelling Unit in a location that's accessible and visible to Contractor, as close to
1593 the Service Unit's standard curbside Collection location as is feasible for the Customer.

1594 11.01.4.2 At an additional cost to the MFD Service Unit.

1595 A. MFD Service Units where topography, steep driveways, below-grade dwellings, or
1596 limited access to public streets that prevent the MFD Service Recipient from setting their Garbage,
1597 Recyclable Materials, or Organic Waste Cart at the curb for Collection, as determined by the City and
1598 agreed by the Contractor, and if a request for on-premises service has been made.

1599 B. MFD Service Units inaccessible by standard 3- or 4-axel Collection Vehicles as
1600 determined by the Contractor and agreed by the City. Stinger/scout truck services shall be provided for the
1601 retrieval of Collection Containers from locations with accessibility constraints that make Containers difficult
1602 or impossible to access using regular trash Collection trucks.

1603 C. Contractor must offer "push services" to MFD Service Recipients other than those
1604 listed above on a subscription basis upon request for the Maximum Service Rate set forth in Exhibit 1. Push
1605 services include, but are not limited to, dismounting from the Collection Vehicle, moving the Collection
1606 Containers from their storage location for Collection, and returning the Collection Containers back to their
1607 storage location.

1608 11.01.4.3 Contractor must provide on-premises Collection Service on the
1609 same Workday that curbside Collection would otherwise be provided to the MFD Service Unit.

1610 11.02 Frequency and Scheduling of Service. MFD Collection Service must be provided,
1611 commencing no earlier than 6:00 a.m. and terminating no later than 6:00 p.m., Monday through Friday, except
1612 for Holidays in accordance with Section 5.03. This service must be provided as deemed necessary and
1613 determined between Contractor and the MFD Service Unit, but such service must be received no less than
1614 one (1) time per week. The size of the Container and the frequency (above the minimum) of Collection will
1615 be determined between the MFD Service Unit and Contractor. However, size and frequency must be sufficient
1616 to provide that no Solid Waste need be placed outside the Collection Container. Contractor must provide
1617 Containers as part of the Commercial Collection Maximum Service Rates set forth in Exhibit 1. Service

1618 Recipients may own and provide their own Compactor provided that the Service Recipient is completely
1619 responsible for its proper maintenance, and that such Compactor is of a type that is compatible with
1620 Contractor's equipment. Contractor shall operate equipment that is compatible with pre-existing Service
1621 Recipient-owned compactors. All other Collection Containers used by Service Recipients must be owned and
1622 supplied by Contractor.

1623 11.03 Manner of Collection. The Contractor must provide Collection Service with as little
1624 disturbance as possible; the Contractor must leave any Garbage, Recyclable Materials, or Organic Waste
1625 Cart in an upright position, with the lid closed, at the same point it was Collected, without obstructing alleys,
1626 roadways, driveways, sidewalks, or mailboxes. Contractor's employees providing Collection Service must
1627 follow the regular walk for pedestrians while on private property and may not trespass nor cross property to
1628 the adjoining Premises unless the occupant or owner of both properties has given permission. Care should
1629 be taken to prevent damage to property, including flowers, shrubs, and other plantings.

1630 11.03.1 Any damage caused by Contractor to Service Recipient property shall be repaired
1631 or replaced promptly.

1632 11.03.2 Notification of Accidents. Contractor shall notify City Representative of any
1633 accidents occurring within the Service Area that involve Contractor's vehicles, employees, or equipment that
1634 result in any personal injury or property damage. Such notification shall be made within twenty-four (24)
1635 hours of occurrence to City Representative via both (a) email and (b) either an in-person visit or a telephone
1636 call. If Contractor is unable to reach City Representative in person or via telephone, a voicemail is an
1637 acceptable alternative.

1638 11.04 Kitchen Food Waste Pails. At the start of this Agreement, Contractor must make available,
1639 upon request, Kitchen Food Waste Pails that comply with Collection Container specifications in Exhibit 3.

1640 11.05 Replacement of Carts. Contractor's employees must take care to prevent damage to Carts
1641 by unnecessary rough treatment. Any Cart damaged by the Contractor must be replaced by Contractor, at
1642 Contractor's expense, within five (5) Workdays at no cost or inconvenience to the Service Recipient.

1643 11.05.1 Upon notification to Contractor by City or a Service Recipient that the Service
1644 Recipient's Cart(s) has been stolen or damaged beyond repair through no fault of Contractor, Contractor
1645 must deliver a replacement Cart(s) to such Service Recipient within five (5) Workdays. Contractor must
1646 maintain records documenting all Cart replacements occurring monthly.

1647 11.05.2 Each Service Recipient is entitled to the replacement of one (1) lost, destroyed, or
1648 stolen Cart every five (5) years during the life of this Agreement at no cost to the Service Recipient. Except
1649 in the case of a Cart that must be replaced because of damage caused by Contractor or in the case where
1650 Contractor elects to replace a Cart rather than repair it on-site, Contractor will be compensated for the cost
1651 of those replacements in excess of one (1) per type of Cart per Service Recipient during the aforementioned
1652 five (5) year period within the Term of the Agreement, in accordance with the "Cart Exchange" Maximum
1653 Service Rate set forth in Exhibit 1, or as may be adjusted by the City from time to time as provided under
1654 this Agreement.

1655 11.05.3 Contractor understands and agrees that this provision is intended to be applied on
1656 a per Cart type, individual Service Recipient basis, and accordingly each Service Recipient could receive up
1657 to three (3) replacement Carts, one (1) of each type, every five (5) years during the Term of the Agreement.

1658 11.05.4 Repair of Garbage, Recyclable Materials, and Organic Waste Carts. Contractor is
1659 responsible for the repair of Carts, including, but not limited to, hinged lids, wheels, and axles. Within five (5)
1660 Workdays of notification by the City or a Service Recipient of the need for such repairs, Contractor must
1661 repair the Cart or, if necessary, remove the Cart for repairs and deliver a replacement Cart to the Service
1662 Recipient. Collection Container repair also includes the removal of graffiti from the Collection Container.

1663 11.05.5 Cart Exchange. Upon notification to Contractor by City or a Service Recipient that
1664 a change in the size of a Cart is requested, Contractor must deliver such Cart to such Service Recipient
1665 within five (5) Workdays. Each MFD Service Unit is eligible to receive one (1) free Cart exchange per
1666 Calendar Year during the Term of this Agreement for moving to a larger Garbage, Recyclable Materials, or
1667 Organic Waste Cart size. Each MFD Service Unit is eligible to receive unlimited Cart exchanges per
1668 Calendar Year during the Term of this Agreement for moving to a smaller Garbage Cart size. Each MFD
1669 Service Unit is eligible to receive one (1) free Cart exchange per Calendar Year during the Term of this
1670 Agreement for moving to a smaller Recyclable Materials or Organic Waste Cart size, provided they can
1671 demonstrate that they (a) have cart storage space constraints and (b) do not generate enough of a waste
1672 stream type to justify the larger size of cart. Accordingly, Contractor will be compensated only for the cost of
1673 those exchanges in excess of one (1) per Calendar Year for those Service Units receiving larger Cart sizes,
1674 in accordance with the "Cart Exchange" service rate as set forth in Exhibit 1 or as may be adjusted this
1675 Agreement.

1676 11.05.6 Additional Cart Request. Upon notification to the Contractor by City or a Service
1677 Recipient that additional Carts for Garbage, Recyclable Materials, or Organic Waste are requested,
1678 Contractor shall deliver such Carts to such Service Recipient within five (5) Workdays, at the rate set forth
1679 in Exhibit 1.

1680 11.05.7 Ownership of Carts. Ownership of Carts is vested with the Contractor.

1681 11.06 Cleaning of Collection Containers. Once every five (5) years, starting at the date of
1682 signature of this agreement, each MFD Service Recipient is entitled to request the exchange of up to three
1683 (3) carts, one each of dirty Garbage, Recyclable Materials, and Organic Waste Carts, for clean Garbage
1684 Recyclable Materials, or Organic Waste carts. Upon receiving such a request from an SFD Service Recipient
1685 within the allowed timeframe, Contractor must clean all Collection Containers or must replace the dirty
1686 Collection Containers with clean Collection Containers. Any Collection Container cleanings done at a
1687 Contractor facility must be done in such a manner that results in no water entering the City's storm drain
1688 system. This service must be provided at no charge to the Service Recipient, so long as the service is not
1689 requested more than once every five years. In addition, regardless of whether this cleaning is requested by
1690 the Service Recipient, Contractor will ensure that all Collection Containers are cleaned on an as-needed basis
1691 so as to maintain a clean appearance and proper function. Additional cleanings beyond once every five years
1692 will be subject to the Maximum Service Rate set forth in Exhibit 1.

1693 11.07 MFD Garbage Collection Service. This service is governed by the following terms and
1694 conditions:

1695 11.07.1 Non-Collection. Contractor is not required to Collect any Garbage that is not placed
1696 in a Garbage Cart. In the event of non-collection, Contractor must provide the following written notice via
1697 email, U.S. mail, or in person (which may be by Non-Collection Notice) to the Service Recipient: the date of
1698 the Solid Waste Non-Collection and the reason for Non-Collection. Contractor's Non-Collection Notice for
1699 MFD Service Recipients shall also contain instructions on (a) how to schedule a Bulky Waste Collection and,
1700 if relevant, (b) how to request an additional Collection Container, as well as a QR code that links to a website
1701 with all disposal programs offered by the City. If Non-Collection occurs for some unforeseeable circumstance
1702 not listed in this Agreement that the Contractor encounters and is impeded by, Contractor shall provide the
1703 same written notice as described in this Section.

1704 11.07.2 Disposal Facility. Except as set forth below, all Garbage Collected as a result of
1705 performing Solid Waste Collection must be transported to, and Disposed of, at the Disposal Facilities listed
1706 in Exhibit 8. Failure to comply with this provision may result in assessment of Administrative Charges and
1707 Penalties as specified in Exhibit 5 and may result in Contractor being in default under this Agreement.

1708 11.08 MFD Recyclable Materials Service. This service is governed by the following terms and
1709 conditions:

1710 11.08.1 Conditions of Service. Contractor must provide MFD Recyclable Materials Service
1711 to all MFD Service Units in the Service Area whose Recyclable Materials are properly containerized in
1712 Recyclable Materials Collection Containers except as set forth below, where the Recyclable Materials
1713 Collection Containers are accessible. The Maximum Service Rates for Contractor's MFD Recyclable
1714 Materials Service are set forth in Exhibit 1.

1715 11.08.2 Base MFD Recyclable Materials Service. All MFD Service Recipients subscribing
1716 to MFD Solid Waste Collection Service must receive weekly Collection of Recyclable Materials with a
1717 minimum of at least one 96-gallon Recyclable Materials Cart per Service Recipient (or a combined 96 gallons
1718 of Recyclable Materials Cart space per Service Unit, if space is divided among multiple Carts for multiple
1719 Dwelling Units), and included in the Bundled Rate set forth in Exhibit 1. The actual configuration of
1720 Recyclable Materials Collection Container sizes to be provided will be based on the total equivalent volume
1721 and configured in a manner determined by the Service Recipient in consultation with Contractor.

1722 11.08.3 Overages. Corrugated cardboard that will not fit inside the Recyclable Materials
1723 Cart may be placed beside the Recyclable Materials Cart if flattened.

1724 11.08.4 Recyclable Materials - Improper Procedure. The Contractor is not required to
1725 Collect Recyclable Materials if the Service Recipient does not segregate the Recyclable Materials from Solid
1726 Waste or Organic Waste. Furthermore, Contractor is not required to Collect Recyclable Materials that are
1727 contaminated through commingling with Solid Waste or Organic Waste. To address contamination,
1728 Contractor must follow the steps set forth in Section 5.07.

1729 11.08.5 Materials Recovery Facility. Except as provided in Section 5.07, all Recyclable
1730 Materials Collected as a result of performing Recyclable Materials services must be delivered to the
1731 Materials Recovery Facility listed in Exhibit 8. Failure to comply with this provision may result in assessment
1732 of Administrative Charges and Penalties as specified in Exhibit 5 and may result in Contractor being in
1733 default under this Agreement.

1734 11.08.6 Move-In/Out Collection Service. Within three (3) months of a Dwelling Unit being
1735 vacated or newly occupied, for up to five (5) Dwelling Units per year, at no additional charge, each MFD
1736 Customer may request that Contractor provide one on-call Move-In/Out Recyclable Material Collection
1737 Service for recyclable packaging materials such as flattened cardboard boxes, bundled newspaper, and
1738 packaging foam. This service shall only include Recyclable Materials, and in the event that the Service
1739 Recipient includes Garbage in the materials set out for Collection by Contractor, this service shall be counted
1740 as one of the MFD Service Recipient's free annual Bulky Waste Collections as set forth in Section 11.10.

1741 11.08.7 Recyclable Materials - Changes to Services. Should changes in Applicable Law
1742 arise that necessitate any additions or deletions to the services described in this Section, including the type
1743 of items included as Recyclable Materials, the parties will negotiate any necessary cost changes and will
1744 enter into an Agreement amendment covering such modifications to the services to be performed and the
1745 compensation to be paid in accordance with Section 30.02 before undertaking any changes or revisions to
1746 such services.

1747 11.09 MFD Organic Waste Collection Service. This service is governed by the following terms
1748 and conditions:

1749 11.09.1 Base MFD Organic Waste Service. All MFD Service Recipients subscribing to MFD
1750 Garbage Collection Service must receive weekly Collection of the equivalent volume of at least one (1) 96-
1751 gallon Green Organic Waste Cart per Service Recipient (or a combined 96 gallons of Organic Waste Cart
1752 space per Service Unit, if space is divided among multiple Carts for multiple Dwelling Units), included in the
1753 Bundled Service rate. The actual configuration of Organic Waste Collection Container sizes to be provided
1754 will be based on the total equivalent volume and configured in a manner determined by the Service Recipient
1755 in consultation with Contractor. Contractor may charge for MFD Organic Waste Collection as set forth in
1756 Exhibit 1 for MFD Organic Waste Service greater than the base 96-gallon Organic Waste Cart.

1757 11.09.2 Size and Frequency of Service. This service will be provided as deemed necessary
1758 and determined between Contractor and the Service Recipient, but such service must be received no less
1759 than one (1) time per week, except for Holidays in accordance with Section 5.03. Service may be provided
1760 by Bin or Cart at the option of the Service Recipient. The size of the Container and the frequency (above the
1761 minimum) of Collection will be determined between the Customer and Contractor. However, size and
1762 frequency must be sufficient to provide that no Organic Waste needs be placed outside the Collection
1763 Container. Service Recipients may own and provide their own Compactor provided that the Service
1764 Recipient is completely responsible for its proper maintenance, and such Compactor is of a type that is
1765 compatible with Contractor's equipment. All other Collection Containers used by Service Recipients must be
1766 owned and supplied by Contractor.

1767 11.09.3 Organic Waste Processing Facility. Contractor must deliver all Collected Organic
1768 Waste to the Organic Waste Processing Facility listed in Exhibit 8 and agreed upon by the City. Failure to
1769 comply with this provision may result in assessment of Administrative Charges and Penalties as specified in
1770 Exhibit 5 and may result in Contractor being in default under this Agreement.

1771 11.09.4 Holiday Tree Collection. Contractor must Collect Holiday Trees set out at the curb
1772 for Collection during the three-week period beginning December 26th each year during the Term of this
1773 Agreement. Contractor must deliver the Collected Holiday Trees to the Organic Waste Processing Facility
1774 for Diversion through uses other than Alternative Daily Cover or Beneficial Use. This annual service will be
1775 provided at no additional charge to the Service Recipient and shall not be counted as one of the MFD Service
1776 Recipient's free annual Bulky Waste Collections as set forth in Section 11.10. Contractor is not required to
1777 Divert Holiday Trees with tinsel, flocking or ornaments.

1778 11.09.5 Organic Waste - Improper Procedure. Contractor is not required to Collect Organic
1779 Waste if the Service Recipient does not segregate the Organic Waste from Solid Waste or Recyclable
1780 Materials. Furthermore, Contractor is not required to Collect Organic Wastes that are contaminated through
1781 commingling with Solid Waste or Recyclable Materials. Contractor will address contamination in accordance
1782 with Section 5.07.

1783 11.10 MFD Bulky Waste Collection Service. This service is governed by the following terms and
1784 conditions:

1785 11.10.1 Conditions of Service. Contractor must provide MFD Bulky Waste Collection
1786 Service, including the Collection of E-Waste and U-Waste, to all MFD Service Units in the Service Area
1787 whose Bulky Waste, E-Waste, and U-Waste have been placed within three (3) feet of the curb, swale, paved
1788 surface of the public roadway, closest accessible roadway, or other such location agreed to by Contractor
1789 and Service Recipient, that will provide safe and efficient accessibility to Contractor's Collection crew and
1790 vehicle. Upon property manager request, during a single instance of Bulky Waste Collection Service an MFD
1791 Service Unit is annually entitled to receive Bulky Waste Collection of up to the equivalent of (a) three (3)
1792 Large Items, (b) fifteen (15) 35-gallon bags with a maximum weight of 50 pounds per each bag, (c) four (4)
1793 95-gallon bags with a maximum weight of 50 pounds per each bag, (d) five (5) E-Waste items, or (e) 1.8
1794 cubic yards of Garbage or Organic Waste per Dwelling Unit for up to five (5) units at no additional cost and
1795 expense. For subsequent Collection in any Calendar Year, the Contractor shall receive compensation from
1796 the Customer at the rate for such service as set in Exhibit 1. **Optional service may not be selected by**
1797 **City.**

1798 11.10.2 Frequency of Service. Bulky Waste Collection Service will be provided on the next
1799 regular Collection day if the request is received at least two (2) Workdays in advance of the next regular
1800 Collection day. The Service Recipient may not intentionally commingle residential Bulky Waste with other
1801 Residential Waste.

1802 11.10.3 Bulky Waste Containing Freon. In the event Contractor Collects Bulky Waste that
1803 contain Freon, Contractor must handle such Bulky Waste in a manner such that the Bulky Waste is not
1804 subject to regulation as Hazardous Waste under applicable State and Federal laws or regulations.

1805 11.10.4 Maximum Reuse and Recycling. Contractor must Dispose of Bulky Waste Collected
1806 from Service Units pursuant to this Agreement in accordance with the following hierarchy:

- 1807 a) Reuse as is (where energy efficiency is not compromised).
- 1808 b) Disassemble for reuse or Recycling.
- 1809 c) Recycle.
- 1810 d) Disposal.

1811 11.10.5 Disposal of Bulky Waste. Contractor may not landfill such Bulky Waste unless the
1812 Bulky Waste cannot be reused or recycled.

1813 11.11 Used Motor Oil Collection Service. At no additional cost to Service Recipient, Contractor
1814 shall provide used oil Collection Service to all MFD Service Units in the Service Area whose used oil has
1815 been placed in Contractor-provided receptacles within three (3) feet of the curb, swale, paved surface of the
1816 public roadway, closest accessible roadway, or other such location agreed to by Contractor and Service
1817 Recipient. To participate in used oil Collection service, an MFD Customer must contact Contractor to sign up
1818 for the service, after which point they will receive from the Contractor spill-safe receptacles for the Collection
1819 of used motor oil and plastic bags for the Collection of used oil filters. An MFD Customer must also contact
1820 Contractor to request Collection Service in advance of a pick-up. Used oil Collection Service will be provided
1821 on the next regular Collection day if the request for a pick-up is received at least two (2) Workdays in advance
1822 of the next regular Collection day. Contractor shall then provide replacement receptacles and filter bags to
1823 MFD Customers upon further request.

1824 **Article 12. Commercial Service**

1825 12.01 Commercial Conditions of Service. Except as set forth below, Contractor must provide
1826 Commercial Collection Service to all Commercial Service Units in the Service Area, including those City
1827 Service Units listed in Exhibit 2. MFD Units serviced with Bins will abide by the requirements listed in this
1828 Section unless they conflict with the requirements listed in Article 11, in which case Article 11 requirements
1829 supersede Article 12 requirements. This service is governed by the following terms and conditions:

1830 12.01.1 Provision of Service. Contractor must provide Commercial Garbage Collection
1831 Service, Commercial Recyclable Materials Service, and Commercial Organic Waste Collection Service to
1832 all Commercial Service Units Service Units in the Service Area whose Solid Waste, Recyclable Materials,
1833 and Organic Waste are properly containerized in Collection Containers as appropriate where the Collection
1834 Containers are accessible as set forth in Section 12.01.4. Contractor must offer Garbage, Recyclable
1835 Materials, and Organic Waste Carts in 32-, 64-, and 96-gallon sizes. Contractor must offer Garbage and
1836 Recyclable Materials Bins in 1-, 2-, 3-, 4-, and 6-cubic-yard sizes and must offer Organic Waste Bins in 1-,
1837 2-, and 3-cubic-yard sizes. Contractor may offer Roll-off Containers in 10-, 20-, 30-, and 40-cubic-yard sizes.
1838 Contractor must also either provide Collection Service from Compactors that are owned by Commercial
1839 Service Units or provide Compactors for Commercial Service Units to use for Collection Service, for the
1840 Maximum Service Rates set forth in Exhibit 1. The size of the Container and the frequency (above the
1841 minimum) of Collection will be determined between the Service Recipient and Contractor. However, the size
1842 and frequency must be sufficient to provide that no Garbage, Recyclable Materials, or Organic Waste need

1843 be placed outside the Collection Container. The base Commercial Collection Service will include Commercial
1844 Recyclable Materials Service as described in Section 12.05 below, and Commercial Organic Waste
1845 Collection Service as described in Section 12.06 below.

1846 12.01.2 Bundled Service. For the Commercial Solid Waste Collection Service system,
1847 Contractor shall provide Garbage Carts and/or Bins as requested by the Commercial Service Recipient and
1848 include at no additional cost one (1) 96-Gallon Blue Recyclable Materials Cart and one (1) 32-Gallon Green
1849 Organic Waste Cart service as part of the base bundled Commercial Collection Service. Additional services
1850 may be requested by the Commercial Service Recipient. To be exempted from Commercial Recyclable
1851 Materials Service or Commercial Organic Waste Collection Service, Service Recipient must apply for
1852 exemption to the Contractor. All such exemption applications must be reported and approved by the City.

1853 12.01.3 Hours of Collection. Commercial Collection Service must be provided commencing
1854 no earlier than 5:00 a.m., and terminating no later than 6:00 p.m., Monday through Saturday, except for
1855 Holidays as described in Section 5.03. If the Commercial Collection Service is adjacent to Residential
1856 Premises, then Collection service will be provided no earlier than 6:00 a.m. City may require additional
1857 restrictions on Collection hours in areas impacted by commute traffic, road repair, around schools, in areas
1858 where commercial Collection is within six hundred (600) feet of residential housing, or where continued noise
1859 complaints about Collection vehicles have occurred. The hours, day, or both of Collection may be extended
1860 due to extraordinary circumstances or conditions with the prior verbal or written consent of the Agreement
1861 Administrator.

1862 12.01.4 Accessibility. Contractor must Collect all Collection Containers that are readily
1863 accessible to Contractor's crew and vehicles and not blocked. However, Contractor must provide "push
1864 services" and "stinger/scout truck services" as necessary upon request during the provision of Commercial
1865 Collection Service for the Maximum Service Rate set forth in Exhibit 1. Push services include, but are not
1866 limited to, dismounting from the Collection Vehicle, moving the Collection Containers from their storage
1867 location for Collection, and returning the Collection Containers back to their storage location, relocking the
1868 storage enclosure if a lock is included. Stinger/scout truck services provide for the retrieval of Collection
1869 Containers from locations with accessibility constraints that make Containers difficult or impossible to access
1870 using regular trash Collection trucks.

1871 12.01.5 Manner of Collection. Contractor must provide Commercial Collection Service
1872 consistent with Section 13.16 of the Sebastopol Municipal Code with as little disturbance as possible and
1873 must leave any Collection Container in an upright position, with the lid closed, at the same point it originally
1874 located, without obstructing alleys, roadways, driveways, sidewalks, or mailboxes.

1875 12.01.6 Purchase and Distribution of Collection Containers for New Commercial Service
1876 Units. Contractor must also distribute newly painted Collection Containers as specified in Exhibit 3 to new
1877 Commercial and MFD Service Units that are added to Contractor's Service Area during the Term of this
1878 Agreement. The size and mix of the Collection Containers will be in accordance with the service agreement
1879 obtained by Contractor as set forth in this Agreement and the distribution must be completed within five (5)
1880 Workdays of receipt of the request for service.

1881 12.01.7 Replacement of Collection Containers. Contractor's employees must avoid damage
1882 to Collection Containers by unnecessary rough treatment. Any Collection Container damaged by the
1883 Contractor must be replaced by Contractor, at Contractor's expense, within five (5) Workdays at no cost or
1884 inconvenience to the Service Recipient.

1885 12.01.7.1 Each Commercial Service Unit is entitled to the replacement of
1886 one (1) lost, destroyed, or stolen Garbage, Recyclable Materials, and Organic Collection Container every
1887 five (5) years during the life of this Agreement at no cost to the Service Unit. Accordingly, Contractor will be
1888 compensated for the cost of those replacements in excess of one (1) Garbage, Recyclable Materials, and
1889 Organic Collection Container per Commercial Service Unit during the aforementioned five (5) year period
1890 within the Term of the Agreement, in accordance with the "Collection Container Exchange" Maximum
1891 Service Rate, as appropriate, set forth in Exhibit 1. Contractor must deliver a replacement Collection
1892 Container to such Service Unit within five (5) Workdays.

1893 12.01.8 Repair of Collection Containers. Contractor is responsible for repair of Collection
1894 Containers. Within five (5) Workdays of notification by City or a Service Recipient of the need for such
1895 repairs, Contractor must repair the Collection Container or, if necessary, remove the Collection Container
1896 for repairs and deliver a replacement Collection Container to the Service Recipient. Collection Container
1897 repair also includes the removal of graffiti from the Collection Container.

1898 12.01.9 Collection Container Exchange. Upon notification to Contractor by City or a Service
1899 Recipient that a change in their Collection Containers is required, for reasons beyond those outlined in
1900 Section 12.01.7, Contractor must deliver such Collection Containers to such Service Recipient within five (5)
1901 Workdays. Each Commercial Service Unit is eligible to receive one (1) free Collection Container exchange
1902 per Calendar Year during the Term of this Agreement. Contractor is allowed to charge the Service Unit for
1903 the cost of those exchanges in excess of one (1) Collection Container exchange per Calendar Year, in
1904 accordance with the appropriate "Collection Container Exchange" service rate set forth in Exhibit 1 as may
1905 be adjusted by City under this Agreement. Additional Collection Containers or different size Collection
1906 Containers are subject to the applicable Maximum Service Rate set forth in Exhibit 1.

1907 12.02 Ownership of Collection Containers. Ownership of Collection Containers distributed by
1908 Contractor is vested with Contractor.

1909 12.03 Cleaning of Collection Containers. Once every five (5) years, starting at the date of
1910 signature of this agreement, each Commercial Service Recipient is entitled to request the exchange of up to
1911 three (3) Collection Containers, one each of dirty Garbage, Recyclable Materials, and Organic Waste
1912 Containers, for clean Garbage Recyclable Materials, or Organic Waste Containers. Upon receiving such a
1913 request from a Commercial Service Recipient within the allowed timeframe, Contractor must clean the
1914 Collection Containers or must replace the dirty Collection Containers with clean Collection Containers. Any
1915 Collection Container cleanings done at Contractor facility must be done in such a manner that results in no
1916 water entering the City's storm drain system. This service must be provided at no charge to the Service Unit,
1917 so long as the service is not requested more than once every five years. In addition, regardless of whether
1918 this cleaning is requested by the Service Unit, Contractor will ensure that all Collection Containers are cleaned

1919 on an as-needed basis so as to maintain a clean appearance and proper function. Additional cleanings
1920 beyond once every five years will be subject to the Maximum Service Rate set forth in Exhibit 1.

1921 12.04 Commercial Garbage Collection Service.

1922 12.04.1 Conditions of Service. Contractor must provide Commercial Garbage Collection
1923 Service to all Commercial Service Units in the Service Area whose Garbage is properly containerized in
1924 Garbage Collection Containers, where the Garbage Collection Containers are accessible.

1925 12.04.2 Size and Frequency of Service. This service must be provided as deemed
1926 necessary and determined between Contractor and the Commercial Service Unit, but such service must be
1927 received no less than one (1) time per week, except for Holidays in accordance with Section 5.03. The size
1928 of the Container and the frequency (above the minimum) of Collection will be determined between the
1929 Commercial Service Unit and Contractor. However, size and frequency must be sufficient to provide that no
1930 Solid Waste need be placed outside the Collection Container. Contractor must provide Containers as part
1931 of the Commercial Collection Maximum Service Rates set forth in Exhibit 1. Service Recipients may own
1932 and provide their own Compactor provided that the Service Recipient is completely responsible for its proper
1933 maintenance, and that such Compactor is of a type that is compatible with Contractor's equipment. All other
1934 Collection Containers used by Service Recipients must be owned and supplied by Contractor.

1935 12.04.3 Non-Collection. Contractor is required to Collect any Commercial Solid Waste that
1936 is not placed in a Garbage Collection Container if such Commercial Solid Waste is outside the Garbage
1937 Collection Container because of overflow. In the event of non-collection, Contractor must provide the
1938 following written notice via email, U.S. mail, or in person (which may be by Non-Collection Notice) to the
1939 Service Recipient: the date of the Solid Waste Non-Collection and the reason for Non-Collection.
1940 Contractor's Non-Collection Notice for Commercial Service Recipients shall also contain instructions on how
1941 to request an additional Collection Container, if relevant. If Non-Collection occurs for some unforeseeable
1942 circumstance not listed in this Agreement that the Contractor encounters and is impeded by, Contractor shall
1943 provide the same written notice as described in this Section.

1944 12.04.4 Disposal Facility. All Solid Waste Collected as a result of performing Commercial
1945 Solid Waste Collection must be transported to, and Disposed of at, the Disposal Facility. Failure to comply
1946 with this provision may result in assessment of Administrative Charges and Penalties as specified in Exhibit
1947 5 and may result in Contractor being in default under this Agreement.

1948 12.05 Commercial Recyclable Materials Service. This service is governed by the following terms
1949 and conditions:

1950 12.05.1 Conditions of Service. Contractor must provide Commercial Recyclable Materials
1951 Service to all Commercial Service Units in the Service Area whose Recyclable Materials are properly
1952 containerized in Recyclable Materials Collection Containers, except as set forth below, where the Recyclable
1953 Materials Collection Containers are accessible. The Maximum Service Rates for Contractor's Commercial
1954 Recyclable Materials Service are set forth in Exhibit 1.

1955 12.05.2 Base Commercial Recyclable Materials Service. All Commercial Service Recipients
1956 subscribing to Commercial Solid Waste Collection Service must receive weekly Collection of Recyclable
1957 Materials with a minimum of at least one 96-gallon Blue Recyclable Materials Cart per Service Recipient at
1958 no additional cost as part of the base service and included in the Bundled Rate set forth in Exhibit 1. The
1959 actual configuration of Recyclable Materials Collection Container sizes to be provided will be based on the
1960 total equivalent volume and configured in a manner determined by the Service Recipient in consultation with
1961 Contractor.

1962 12.05.3 Size and Frequency of Service. This service will be provided as deemed necessary
1963 and determined between Contractor and the Service Recipient, but such service must be received no less
1964 than one (1) time per week, except for Holidays in accordance with Section 5.03. Service may be provided
1965 by Collection Container at the option of the Service Recipient. The size of the Collection Container and the
1966 frequency (above the minimum) of Collection will be determined between the Service Recipient and
1967 Contractor. However, size and frequency must be sufficient to provide that no Recyclable Materials need be
1968 placed outside the Collection Container. Contractor may charge for Commercial Recyclable Materials
1969 Service above the weekly trash volume equivalent and must provide Recyclable Materials Collection
1970 Containers as a part of the Bundled Service with rates set forth in Exhibit 1. Service Recipients may own
1971 and provide their own Compactor provided that the Service Recipient is completely responsible for its proper
1972 maintenance, and that such Compactor is of a type that is compatible with Contractor's equipment. All other
1973 Collection Containers used by Service Recipients must be owned and supplied by Contractor.

1974 12.05.4 Recyclable Materials - Improper Procedure. Contractor is not required to Collect
1975 Recyclable Materials if the Service Recipient does not segregate the Recyclable Materials from Commercial
1976 Solid Waste and Organic Waste. Furthermore, Contractor is not required to Collect Recyclable Materials
1977 that are contaminated through commingling with Solid Waste or Organic Waste. To address contamination,
1978 Contractor must follow the steps as set forth in Section 5.07.

1979 12.05.5 Materials Recovery Facility. All Recyclable Materials Collected as a result of
1980 performing Recyclable Materials Service must be delivered to the Materials Recovery Facility listed in Exhibit
1981 8. Failure to comply with this provision may result in assessment of Administrative Charges and Penalties
1982 as specified in Exhibit 5 and may result in Contractor being in default under this Agreement.

1983 12.05.6 Recyclable Materials - Changes to Work. Should changes in law arise that
1984 necessitate any additions or deletions to the work described herein including the type of items included as
1985 Recyclable Materials, the parties will negotiate any necessary cost changes and will enter into an Agreement
1986 amendment covering such modifications to the work to be performed and the compensation to be paid in
1987 accordance with Section 30.02 before undertaking any changes or revisions to such work.

1988 12.05.7 Additional Recyclable Materials Collection Containers. Contractor must provide
1989 additional Recyclable Materials Collection Containers to Commercial Service Recipients above the minimum
1990 requirements within five (5) days of request and may charge for such additional capacity set forth in Exhibit
1991 1 provided that additional Collection Containers are used by Service Recipients for the purposes of setting
1992 out additional Recyclable Materials for regular weekly Commercial Recyclable Materials Service.

1993 12.06 Commercial Organic Waste Collection Service. This service is governed by the following
1994 terms and conditions:

1995 12.06.1 Conditions of Service. Contractor must provide Commercial Organic Waste
1996 Collection Service to all Commercial Service Units in the Service Area whose Organic Waste is properly
1997 containerized in Organic Collection Containers, where the Organic Waste Collection Containers are
1998 accessible. Contractor will conduct a site visit with each non-exempt Service Recipient to determine the
1999 specific materials to be included in the Service Recipient's Organic Waste Collection (i.e., Food Waste,
2000 Green Waste, combined Food and Green Waste). Contractor will charge for Collection of Organic Waste
2001 within the Bundled Service rate specified in Exhibit 1. For Organic Waste Collected in Collection Containers
2002 beyond the size specified in the Bundled Service rate, Contractor will charge at the rate set forth in Exhibit
2003 1. Contractor agrees that not all Service Units will elect to receive Organic Waste Collection Service in Carts,
2004 and that Contractor will provide Organic Waste Collection Bins upon request and as necessary. Service
2005 Recipients may elect to add Green Waste only Collection Bins to their service at pricing included in Exhibit
2006 1. Contractor will provide enough Collection Containers and at a Collection frequency to allow for any such
2007 Service Unit to utilize the Collection of Organic Waste. Commercial Organic Waste Collection will occur
2008 Monday through Saturday upon request and as necessary. City shall provide Contractor a list of the names
2009 and addresses of Commercial Service Units that are approved by City for exemption from Organic Waste
2010 Collection.

2011 12.06.2 Organic Waste Processing Facility. Contractor must deliver all Collected Organic
2012 Waste to the Organic Waste Processing Facility listed in Exhibit 8. Failure to comply with this provision may
2013 result in assessment of Administrative Charges and Penalties as specified in Exhibit 5 and may result in
2014 Contractor being in default under this Agreement.

2015 12.06.3 Organic Waste Collection Frequency. Contractor must comply with CalRecycle
2016 Collection frequency requirements as they may apply during the Term of this Agreement. If any such
2017 changes to Collection frequency are adopted after Commencement Date that result in Contractor being
2018 allowed to reduce the frequency of Garbage or Organic Waste Collection, or otherwise cause Contractor to
2019 reduce its Collection costs as a result in a change in Garbage or Organic Waste Collection frequency,
2020 Contractor must provide City with its estimate of its reduced costs and shall make adjustments to the
2021 Maximum Service Rates.

2022 12.06.4 Base Commercial Organic Waste Service. All Commercial Service Recipients
2023 subscribing to Commercial Garbage Collection Service must receive weekly Collection of the equivalent
2024 volume of at least one (1) 32-gallon Green Organic Waste Cart per Service Recipient at no additional cost
2025 as part of the base service included in the Bundled Service rate. The actual configuration of Organic Waste
2026 Collection Container sizes to be provided will be based on the total equivalent volume and configured in a
2027 manner determined by the Service Recipient in consultation with Contractor. Contractor may charge for
2028 Commercial Organic Waste Collection as set forth in Exhibit 1 for Commercial Organic Waste Service
2029 greater than the base 32-gallon Organic Waste Cart.

2030 12.06.5 Size and Frequency of Service. This service will be provided as deemed necessary
2031 and determined between Contractor and the Service Recipient, but such service must be received no less

2032 than one (1) time per week, except for Holidays in accordance with Section 5.03. Service may be provided
2033 by Bin or Cart at the option of the Service Recipient. The size of the Container and the frequency (above the
2034 minimum) of Collection will be determined between the Customer and Contractor. However, size and
2035 frequency must be sufficient to provide that no Organic Waste needs be placed outside the Collection
2036 Container. Service Recipients may own and provide their own Compactor provided that the Service
2037 Recipient is completely responsible for its proper maintenance, and that such Compactor is of a type that is
2038 compatible with Contractor's equipment. All other Collection Containers used by Service Recipients must be
2039 owned and supplied by Contractor.

2040 12.06.6 Organic Waste - Improper Procedure. Contractor is not required to Collect Organic
2041 Waste if the Service Recipient does not separate the Organic Waste from Solid Waste and Recyclable
2042 Materials. Furthermore, Contractor is not required to Collect Organic Waste that is contaminated through
2043 commingling with Solid Waste or Recyclable Materials. To address contamination, Contractor must follow
2044 the steps set forth in Section 5.07.

2045 12.06.7 Organic Waste - Changes to Services. Should changes in law arise that necessitate
2046 any additions or deletions to the services described in this Section, including the type of items included as
2047 Organic Waste, the parties will negotiate any necessary cost changes and will enter into an Agreement
2048 amendment covering such modifications to the services to be performed and the compensation to be paid
2049 in accordance with Section 30.02 before undertaking any changes or revisions to such services.

2050 12.06.8 Additional Organic Waste Collection Containers. Contractor must provide additional
2051 Organic Waste Collection Containers to Service Recipients at the rates listed in Exhibit 1 provided that
2052 additional Collection Containers are used by Service Recipients for the purposes of setting out additional
2053 Organic Waste materials for regular weekly Organic Waste Collection Service.

2054 **Article 13. Industrial Service**

2055 13.01 Contractor shall provide temporary Bin and Roll-Off Container service, including
2056 Construction and Demolition Debris Bins, to Service Recipients. Contractor must offer temporary Bins in 1-,
2057 2-, 3-, 4-, and 6-cubic-yard sizes, and Contractor must offer temporary Roll-Off Containers in 10-, 20-, 30-,
2058 and 40-cubic-yard sizes. Contractor shall deliver such Bin or Roll-Off Container within one (1) Business Day
2059 of request. The size of the Container and the frequency of Collection will be determined between the Service
2060 Recipient and Contractor. The Contractor shall receive compensation for Temporary Bin and Roll-Off
2061 Container Service from the Customer at the rate for such service as set in Exhibit 1.

2062 13.02 Contractor shall provide monthly Roll-Off Container service, including Construction and
2063 Demolition Debris Bins, to Service Recipients. Contractor may offer monthly Roll-Off Containers in 10-, 20-,
2064 30-, and 40-cubic-yard sizes. Contractor shall deliver such Roll-Off Container within one Business Day of
2065 request. Contractor must also either provide Collection Service from Compactors that are owned by
2066 Commercial Service Units or provide Compactors for Commercial Service Units to use for Collection Service,
2067 for the Maximum Service Rates set forth in Exhibit 1. The size of the Container and the frequency of Collection
2068 will be determined between the Service Recipient and Contractor. The Contractor shall receive compensation
2069 for monthly Roll-Off Container Service from the Customer at the rate for such service as set in Exhibit 1.

2070 13.03 Hours of Collection. Industrial Collection Service must be provided commencing no earlier
2071 than 5:00 a.m., and terminating no later than 6:00 p.m., Monday through Saturday, except for Holidays in
2072 accordance with Section 5.03. If the Industrial Collection Service is adjacent to Residential Premises, then
2073 Collection Service will be provided no earlier than 6:00 a.m. The hours, day, or both of Collection may be
2074 extended due to extraordinary circumstances or conditions with the prior verbal or written consent of the
2075 Agreement Administrator.

2076 **Article 14. City Services**

2077 14.01 City Collection Service.

2078 14.01.1 Contractor shall provide Garbage, Recyclable Materials, and Organic Waste
2079 Collection Service to all City Service Units set forth in Exhibit 2, or as City may designate in the future (and
2080 where applicable, subject to the conditions in this Section), where the Containers are not blocked and are
2081 accessible by Contractor's Collection Vehicles. City may update Exhibit 2 annually.

2082 14.01.2 Bulky Waste Collection Service. Contractor shall Collect Bulky Waste, including E-
2083 Waste and U-Waste, from City Service Units as listed on Exhibit 2 on an on-call basis on the same terms
2084 and conditions as are provided to SFD Service Units per Section 10.11. ***Optional service may not be***
2085 ***selected by City.***

2086 14.01.3 Public Garbage Cans and City Transit Shelters. Contractor shall provide Garbage
2087 Collection services to public trash cans and City-owned bus stops not less than three (3) days per week.
2088 Collection service shall include power-washing public trash cans and maintaining cleanliness in and around
2089 the trash cans on an annual basis. City public trash cans and Transit Shelter Garbage Collection Service
2090 Areas are specified in Exhibit 2.

2091 14.01.4 Development Review. Contractor, upon City's request, shall assist the City in the
2092 review of applicants' plans for projects covered by Public Resources Code § 42911, including commercial
2093 and multi-family projects, to provide for effective and economical accumulation and Collection of Solid
2094 Waste.

2095 14.01.5 Accumulation of Waste and Abandoned Waste. Contractor shall direct its drivers to
2096 note: (1) the addresses of any Premises at which they observe that Garbage, Recyclable Materials, and/or
2097 Organic Waste is accumulating and are not being delivered for Collection; and (2) the address, or other
2098 location description, at which Garbage or other Solid Waste has been abandoned in an apparently
2099 unauthorized manner. Contractor shall deliver the address or description to City within five (5) working days
2100 of such observation.

2101 14.01.6 Abandoned Waste Removal. Upon request from the Agreement Administrator or
2102 other authorized City staff, in accordance with the Service Recipient Rates as set forth in Exhibit 1,
2103 Contractor shall provide abandoned waste removal services within twenty-four (24) hours. Contractor shall
2104 do all of the following:

- 2105 (a) Contractor will Collect Abandoned Waste discarded along roads at locations identified
2106 by the City (which may include reports of locations by members of the public to the City
2107 or to Contractor from City staff).
- 2108 (b) Contractor shall respond to requests from the City to Collect abandoned waste on City
2109 Premises.
- 2110 (c) Contractor shall proactively Collect any and all Abandoned Waste from designated Hot
2111 Spots identified by the City, on a schedule set by the City.
- 2112 (d) Contractor shall proactively Collect any and all unreported Abandoned Waste that is
2113 discovered during the course of regular Collection Service.
- 2114 (e) Contractor shall cooperate with City in any investigation and prosecution of illegal
2115 dumping.
- 2116 (f) Contractor shall clean up litter within a 20-foot radius of each Abandoned Waste
2117 Collection site.

2118 Contractor shall be responsible for loading or arranging for loading of abandoned waste. Contractor shall
2119 Collect, transport, and deliver abandoned waste to the Disposal Facility, the Materials Recovery Facility, or
2120 Organic Waste Processing Facility as appropriate given the characteristics of the abandoned waste.
2121 **Optional service may not be selected by City.**

2122 14.01.7 Contractor shall publicize, to the satisfaction of City, the non-emergency phone
2123 number for the Sebastopol Police Department, (707) 829-4400, as a resource for people to report illegal
2124 dumping of debris.

2125 14.01.8 City-Sponsored Events Service. Upon request by the City, Contractor shall provide
2126 Garbage, Recyclable Materials, and Organic Waste Containers and Collection Service at up to ten (10) City-
2127 Sponsored Events annually at no cost to the City. Containers shall be delivered and picked up on the same
2128 day as each event, to prevent unauthorized use of the Containers.

2129 14.02 City Collection Conditions of Service. City Collection Service shall be governed by the
2130 following terms and conditions:

2131 14.02.1 Contractor's Good Will. In exchange for the good will of the City and the general
2132 public, Contractor voluntarily agrees to provide Solid Waste Collection under this Article at no cost to the
2133 City excepting excess service as provided in this Article and warrants that such service shall neither impact
2134 the Maximum Service Rates nor be otherwise paid for or subsidized by any other Service Recipients.

2135 14.02.2 Contractor shall receive written permission from the City before placing any
2136 Collection Containers on City-owned property for service, except that no such permission shall be needed
2137 to place Collection Containers at locations specified for such Containers in Exhibit 2.

2138 14.02.3 Contractor shall limit the number of trips and the path of travel for Collection
2139 Vehicles in City parking lots.

2140 14.02.4 Container Service. City Facilities shall be provided Solid Waste Collection generally
2141 subject to the same terms and conditions as similar Service Units regarding Container specifications, repair,
2142 replacement, cleanings, and exchange; provided the City shall not be charged for any requests for such
2143 services.

2144 14.02.5 Frequency of Service. The frequency of Collection may be designated by the City,
2145 but not to exceed six (6) times per week per Container. City may change the City Service Units receiving
2146 service, and the Container volume and Collection frequency provided to any City Service Unit, by written
2147 notice to Contractor.

2148 14.02.6 Keys to City Facilities. City may issue Contractor sets of keys to facilitate access to
2149 City Service Unit sites. Contractor shall be responsible for the safekeeping of these keys and shall pay for
2150 the replacement cost of keys if replacements are needed.

2151 **Article 15. Additional Services**

2152 15.01 Recovered Organic Waste Procurement. Contractor shall assist the City in meeting the SB
2153 1383 mandated recovered Organic Waste procurement target. At no cost to the City, Contractor must assist
2154 City in arranging for produced Compost, mulch, or other recovered Organic Waste products to comply with
2155 SB 1383 procurement requirements to be delivered in qualities, quantities, locations, and times agreed on
2156 between City and Contractor. Such Contractor assistance can be in the form of backhauling materials or
2157 setting aside locations for Service Recipients to pick up produced Compost/mulch at an approved facility.
2158 Contractor agrees to provide up to fifty (50) cubic yards of Compost or mulch to the City annually.

2159 15.02 Compost Giveaway Events. In the event that Compost is no longer provided by the
2160 Sonoma County Waste Management Agency, and subject to the terms and conditions of Section 30.01,
2161 Contractor will provide at least two Compost giveaway events per year for City residents. Contractor shall
2162 make available at least sixty (60) cubic yards of Compost on an annual basis at no additional cost to City.
2163 The location, date, and time of such events shall be mutually agreed upon by Contractor and City.

2164 15.03 Edible Food Recovery Support. In the event that Edible Food Recovery support is no longer
2165 provided by the Sonoma County Waste Management Agency, and subject to the terms and conditions of
2166 Section 30.01, Contractor will, at no additional cost to the City, provide support to the City's Edible Food
2167 Recovery program as required under SB 1383. Contractor support may include educating commercial Edible
2168 Food generators, providing records of site visits, conducting education efforts, providing lists of food recovery
2169 organizations, and coordinating with Agreement Administrator. Contractor will assist the City in conducting
2170 Food Waste and Green Waste surveys and Diversion programs by providing accurate and timely service
2171 data, conducting site visits, and distributing materials.

2172 15.04 HHW and Extended Producer Responsibility Drop-Off Events. In the event that HHW
2173 collection events are no longer provided by the Sonoma County Waste Management Agency, and subject to
2174 the terms and conditions of Section 30.01, Contractor shall provide a minimum of two City-wide HHW
2175 (including E-waste, U-Waste, pharmaceuticals, and sharps), textile, carpet, and mattress Collection drives on
2176 an annual basis. The events shall be conducted by Contractor at no cost of any kind to the City. Contractor

2177 will schedule Collection events with City approval and advertise the drop-off events not less than one week
2178 prior to the scheduled Collection event, but no more than one month prior to the scheduled Collection event.
2179 All textile, carpet, and mattresses Collected through this program shall be Diverted from the landfill, either
2180 through donation to a local non-profit organization or through other means of Diversion. Contractor must
2181 arrange for appropriate disposal of all HHW generated by each event.

2182 15.05 Support in Complying with SB 54. Contractor will, at no cost to the City, provide support to
2183 the City in complying with SB 54. Contractor support may include, but is not limited to, record-keeping,
2184 collection of data, waste stream sampling, and compilation of reports.

2185 15.06 Street Sweeping Service. Upon City's request and subject to mutual agreement between
2186 City and Contractor regarding the amount and timing of an adjustment to Service Recipient Rates, Contractor
2187 shall provide street sweeping services and/or catch basin cleaning to City in accordance with the terms and
2188 conditions set forth in Exhibit 13, Street Sweeping Service. City and Contractor shall mutually agree on the
2189 date in which to begin performance of such services.

2190 15.07 Household Alkaline Battery Recycling Program. At no additional cost to the City, Contractor
2191 shall collect household alkaline batteries from the City household alkaline battery drop-off locations identified
2192 in Exhibit 12. City staff shall notify Contractor when batteries require collection. Contractor shall collect
2193 batteries from all locations unless directed by City to collect at one or more centralized locations. Contractor
2194 shall deliver batteries to a battery recycler or permitted hazardous waste facility.

2195 **Article 16. Collection Routes**

2196 16.01 Service Routes. Contractor must provide City with maps and digital mapping data precisely
2197 defining Collection routes, together with the days and the times at which Collection will regularly commence.

2198 16.02 Service Routes Near Schools. Contractor agrees not to schedule Collection service within
2199 500 feet of a school's roadway frontage and/or driveways during either the school's daily morning student
2200 arrival window(s) or the school's daily afternoon student departure window(s). It is the responsibility of
2201 Contractor to determine the schedule of each school site and which Collection service is provided.

2202 16.03 Initial Route Changes. Contractor agrees not to change any Residential Solid Waste
2203 Collection routes in effect as of the Effective Date of this Agreement prior to July 1, 2026, except for limited
2204 route changes that may be necessary for new development and subject to review and approval by the City.
2205 After July 1, 2026, if any re-routing of Residential Solid Waste Collection is necessary for Collection efficiency,
2206 Contractor may submit to City, in writing, proposed route changes (including maps thereof) not less than sixty
2207 (60) calendar days prior to the proposed date of implementation. Any such initial routing change may not
2208 affect more than ten percent (10%) of SFD Service Units in the City and is subject to City review and approval.

2209 16.04 Future Service Route Changes. Contractor must submit to City, in writing, any proposed
2210 route change (including maps thereof) not less than sixty (60) calendar days prior to the proposed date of
2211 implementation. Contractor may not implement any route changes without the prior review and approval of
2212 the Agreement Administrator. If the change will change the Collection day for a Service Recipient, Contractor

2213 must notify those Service Recipients in writing of route changes not less than thirty (30) days before the
2214 proposed date of implementation.

2215 16.05 Collection Route Audits. City reserves the right to conduct audits of Contractor's Collection
2216 routes. Contractor must cooperate with City in connection therewith, including permitting City employees or
2217 agents designated by the Agreement Administrator to ride in the Collection Vehicles to conduct the audits.
2218 Contractor has no responsibility or liability for the salary, wages, benefits, or worker compensation claims of
2219 any person designated by the Agreement Administrator to conduct such audits.

2220 **Article 17. Minimum Performance Standards**

2221 17.01 Billing Audit and Performance Reviews.

2222 17.01.1 Contractor Shall Review its Billings to all Customers. The purpose of the review is
2223 to determine that the amount which the Contractor is billing each Customer is correct regarding the level of
2224 service (i.e., frequency of Collection, size of Container, location of Container) at the rates approved by City
2225 Council resolution. The Contractor shall review Customer accounts not less than annually and provide a
2226 written certification to the City that all such billing is correct. The documentation of the review, as well as
2227 verification that any errors have been corrected, should be provided to the City annually.

2228 17.01.2 Billing Audit and Performance Reviews. City may conduct billing audit and
2229 performance reviews (together, "reviews") of Contractor's performance during the Term of this Agreement,
2230 as provided herein. City may conduct two (2) full reviews, with payment to City as stated in Section
2231 17.01.2.1.1 below, during the Initial Term of this Agreement. The purpose of these full reviews will be as
2232 described in Section 17.01.2.2 below.

2233 17.01.2.1 Selection and Cost. The reviews will be performed by the City or
2234 a qualified firm under contract with the City. City will have the final responsibility for the selection of the firm.
2235 City may conduct reviews at any time during the Term of the Agreement. Contractor shall pay the City's
2236 costs for the performance review, up to \$85,000 per review. The payment amount shall increase annually
2237 by the CPI Adjustment Calculation in Section 6.05.

2238 17.01.2.2 Purpose. The reviews will be designed to verify: that Customer
2239 billing rates have been properly calculated and correspond to the level of service received by the Customer,
2240 that Contractor is correctly billing for all services provided, that Franchise Fees and other fees required
2241 under this Agreement have been properly calculated and paid to City, that Contractor is in compliance with
2242 the reporting requirements and performance standards of this Agreement, the Diversion percentages
2243 reported by Contractor, and any other provisions of the Agreement. City (or its designated consultant) may
2244 utilize a variety of methods in the execution of this review, including, but not limited to, analysis of relevant
2245 documents, on-site and field observations, and interviews. City (or its designated consultant) will review
2246 and document the items in the Agreement that can be objectively evaluated, including those that require
2247 Contractor to meet specific performance standards, submit information or reports, perform additional
2248 services, or document operating procedures. This information will be documented and be formatted in a
2249 "compliance checklist", with supporting documentation and findings tracked for each of the identified items.

2250 The review will specifically include a determination of Contractor's compliance with the Diversion
2251 requirements of Article 8 and the public outreach and education requirements of Article 20. City (or its
2252 designated consultant) may review the Customer service functions and structure utilized by Contractor.
2253 This may include Contractor's protocol for addressing Customer complaints and service interruption
2254 procedures. Complaint logs may be reviewed, along with procedures and systems for tracking and
2255 addressing complaints. On-site and field observations by City (or its designated consultant) may include,
2256 but are not necessarily limited to:

- 2257 a) Interviews and discussions with Contractor's administration and management
2258 personnel.
- 2259 b) Review and observation of Contractor's Customer service functions and structure.
- 2260 c) Review of public education and outreach materials.
- 2261 d) Interviews and discussions with Contractor's financial and accounting personnel.
- 2262 e) Interviews with route dispatchers, field supervisors, and managers.
- 2263 f) Interviews with route drivers.
- 2264 g) Interviews with vehicle maintenance staff and observation of maintenance
2265 practices.
- 2266 h) Review of on-route Collection Service, including observation of driver
2267 performance and Collection productivity and visual inspection of residential routes
2268 before and after Collection to evaluate cart placement and cleanliness of streets.

2269 17.01.2.3 Contractor's Cooperation. Contractor shall cooperate fully with the
2270 review and provide all requested data, including operational data, financial data, and other data reasonably
2271 requested by City within fifteen (15) Workdays of the request. Failure to submit data by the due date may
2272 result in assessment of Administrative Charges and Penalties as specified in Exhibit 5.

2273 17.01.3 Additional Billing Audit and Performance Review. In the event that the Billing Audit
2274 and Performance Review concludes that Contractor is not in compliance with all terms and conditions of this
2275 Agreement and such non-compliance is material, Contractor is subject to Administrative Charges and
2276 Penalties as described in Exhibit 5 as well as reimbursement to the City for the full cost of the audit plus any
2277 underpayments discovered during the Audit. Additionally, City may conduct an Additional Billing Audit and
2278 Performance Review, beyond the two (2) specified in Section 17.01.2.1, to ensure that Contractor has cured
2279 any such area of non-compliance. Contractor will be responsible for the cost of any such Additional Billing
2280 Audit and Performance Review for a maximum cost of Eighty-Five Thousand Dollars (\$85,000), starting on
2281 July 1, 2026, and each January 1st thereafter. For the purposes of a determination of non-compliance under
2282 this Agreement, Audit findings which result in underpayments of \$100,000 or more shall be deemed material.
2283 These payment amounts shall increase annually by the CPI Adjustment Calculation in Section 6.05.

2284 17.01.4 City Requested Program Review. City reserves the right to require Contractor to
2285 periodically conduct reviews of the Garbage, Recyclable Materials, and Organic Waste Collection Service
2286 programs, provided that such reviews are reasonable and can be accomplished at no additional cost to
2287 Contractor and without interfering with Contractor's operations. Such reviews could assess one or more of
2288 the following performance indicators: average volume of Recyclable Materials per set-out per Customer,
2289 average volume of Organic Waste per set-out per Customer, participation level, contamination levels, etc.

2290 Prior to the program evaluation review, City and Contractor will meet and discuss the purpose of the review
2291 and agree on the method, scope, and data to be provided by Contractor. Failure of Contractor to submit
2292 requested data or information to City within fifteen (15) Workdays of a request may result in assessment of
2293 Administrative Charges and Penalties as specified in Exhibit 5.

2294 17.02 Cooperation with Other Program Reviews. Contractor shall cooperate with City and/or its
2295 agent(s) as reasonably requested to collect program data, perform field work, conduct route audits to
2296 investigate Customer participation levels and set-out volumes, and/or evaluate and monitor program results
2297 related to Garbage, Recyclable Materials, and Organic Waste Collected in City by Contractor, provided that
2298 such cooperation can be accomplished at no additional cost to Contractor and without interfering with
2299 Contractor's operations. Failure of Contractor to submit requested data or information to City within fifteen
2300 (15) Workdays of a request may result in assessment of Administrative Charges and Penalties as specified
2301 in Exhibit 5.

2302 **Article 18. Collection Equipment**

2303 18.01 General Provisions. All equipment used by Contractor in the performance of services under
2304 this Agreement must be of a high quality and meet all Federal, State, and local regulations and air quality
2305 standards, including all applicable provisions of Air Quality Management District. Collection vehicles must be
2306 designed and operated so as to prevent Collected materials from escaping from the vehicles. Hoppers must
2307 be closed on top and on all sides with screening material to prevent Collected materials from leaking, blowing,
2308 or falling from the vehicles. All trucks and Containers must be watertight and must be operated so that liquids
2309 do not spill during Collection or in transit.

2310 18.02 Bulky Waste. Vehicles used for Collection of Bulky Waste may not use Compactor
2311 mechanisms or mechanical handling equipment that may damage reusable goods or release Freon or other
2312 gases from pressurized appliances.

2313 18.03 Collection Vehicles. Contractor must use Collection Vehicles as listed in the schedule
2314 included in Exhibit 4 and may not use any Collection Vehicle that is more than ten (10) years old during the
2315 Term of the Agreement. Contractor shall register all new Collection Vehicles under this Agreement to its
2316 address within the City and shall report all purchases of Collection Vehicles under this Agreement as
2317 attributable to the City for sales tax purposes. Collection Vehicles must utilize low carbon ("alternative") fuel,
2318 which must be renewable natural gas (RNG), liquefied natural gas (LNG), CNG, or electric unless otherwise
2319 pre-authorized by the City in writing. If, during the Term of the Agreement, new technologies are available
2320 (such as hybrid or electric powered Collection vehicles), the City or the Contractor may request/negotiate
2321 implementation of such new Collection vehicles, with a corresponding change to the Maximum Service Rates
2322 to reflect additional cost or savings. During the Term, to the extent required by law, Contractor shall provide
2323 its Collection Vehicles to be in full compliance with all Applicable Laws, including State and Federal clean air
2324 requirements that are adopted or proposed to be adopted, including, but not limited to, the California Air
2325 Resources Board Heavy Duty Engine Standards as currently proposed to be contained in California Code of
2326 Regulations, Title 13, Sections 2020 et seq., the California Air Resources Board Advanced Clean Fleets
2327 Regulation as outlined in California Code of Regulations, Title 13, Sections 2013 et seq., the Federal EPA's
2328 Highway Diesel Fuel Sulfur regulations, and all other applicable air pollution control laws.

2329 18.03.1 Zero Emission Vehicle Technology Transition. City and Contractor shall proactively
2330 take such steps as are necessary to plan for, and upon City direction execute, transition of the Contractor's
2331 Collection Vehicles to reliance on electricity or other zero emission technologies as a fuel source. Contractor
2332 shall report to the City no less than annually on the status of the transition. The City and Contractor shall, no
2333 less than annually, confer on the degree to which it is technologically and economically feasible to transition
2334 some or all Collection Vehicles to electricity or other zero emission technology. In determining whether it is
2335 economically feasible to transition Collection Vehicles per this Section, the City and Contractor shall review
2336 and evaluate Contractor's current and historical finances and profitability. Upon a determination by the City
2337 that it is technologically and economically feasible to transition some or all Collection Vehicles to electricity
2338 or other zero emissions technology, Contractor shall proceed to purchase and operate such vehicles on a
2339 schedule mutually agreed to by Contractor and City, and subject to agreement regarding changes in
2340 Contractor's Compensation that are reasonable and necessary for the transition. Contractor shall be entitled
2341 to a change in Contractor's Compensation for construction of an electric charging or other fueling station,
2342 subject to the mutual agreement of the City and Contractor and approval of the City Council. Contractor will
2343 coordinate with the City in finding or constructing a suitable charging or other fueling station for Contractor's
2344 electric or other zero emission Collection Vehicles.

2345 18.04 Collection Vehicle On-Board Technology. Contractor must use Collection Vehicles fitted
2346 with GPS tracking devices that can be used to record start and stop times, vehicle locations, and maximum
2347 speed. Contractor shall furnish to the City, at no additional cost or expense, any software and equipment
2348 necessary for City to track the location of Collection Vehicles in real time and to generate reports as needed.
2349 Collection Vehicles must also be fitted with cameras that are programmed to take photos, date and location
2350 stamped, to document violations, including contamination, overfilling, and lids not closed. GPS and camera
2351 data must be made available to City upon request. Failure of Contractor to make data or information available
2352 to City within fifteen (15) Workdays of a request may result in assessment of Administrative Charges and
2353 Penalties as specified in Exhibit 5.

2354 18.05 Collection Vehicle Size Limitations / Overweight Vehicle Charge. Contractor may not use
2355 any Collection Vehicle in violation of weight limitations in Applicable Law, including any weight limitation
2356 placed on any public roadway or alley as adopted and posted by City. The Contractor may exceed the
2357 Collection Vehicle size limitation for a limited time due to extraordinary circumstances or conditions with the
2358 prior written consent of the Agreement Administrator. The limited time may not exceed 120 days. Contractor
2359 must report all instances of overweight vehicles to City as part of its quarterly reporting described in Section
2360 22.04, and as part of its Annual Reports to the City described in Section 22.05. Contractor may be assessed
2361 Administrative Charges and Penalties as specified in Exhibit 5 as a result of exceeding an overweight vehicle
2362 rate of five percent (5.00%) in any Calendar Year during the Term of the Agreement. The overweight vehicle
2363 rate will be calculated as the total number of overweight Collection Vehicle instances during the Calendar
2364 Year divided by the total number of Collection Vehicle loads transported during the Calendar Year. Prior to
2365 collecting Administrative Charges and Penalties for overweight vehicles, the City shall afford Contractor a
2366 reasonable opportunity to provide the Agreement Administrator with documentation of the extraordinary
2367 circumstance that caused the overweight vehicles. Extraordinary circumstances in this case may include, but
2368 are not limited to, heavy rains or high winds that caused excess Green Waste to be generated, rain to
2369 accumulate in open Collection Containers, or normal Collection routes to be delayed or shortened due to

2370 extreme weather conditions. The Agreement Administrator shall have authority to consider Contractor's
2371 documentation and uphold and collect the assessed charge, to reduce the charge, or to waive and dismiss
2372 the charge. The Agreement Administrator shall also have the authority to waive charges in advance of an
2373 anticipated, or in response to an actual, emergency event.

2374 18.06 Registration; Inspection. All vehicles used by Contractor in providing Solid Waste
2375 Collection under this Agreement, except those vehicles used solely on Contractor's Premises, are to be
2376 registered with the California Department of Motor Vehicles. In addition, each such vehicle must be inspected
2377 by the California Highway Patrol in accordance with Applicable Law. Within two (2) Workdays of a request
2378 from the Agreement Administrator, Contractor must provide City a copy of its vehicle maintenance log and
2379 any safety compliance report, including, but not limited to, any report issued under California Vehicle Code
2380 Sections 34500 and following, as well as the biennial "BIT" inspections conducted by the California Highway
2381 Patrol.

2382 18.07 Safety Markings. All Collection equipment used by Contractor must have appropriate safety
2383 markings including, but not limited to, highway lighting, flashing, and warning lights, clearance lights, and
2384 warning flags. All such safety markings must be in accordance with the requirements of the California Vehicle
2385 Code, as may be amended from time to time.

2386 18.08 Vehicle Signage and Painting. Collection Vehicles must be painted and numbered without
2387 repetition and must have Contractor's name, Contractor's customer service telephone number, and the
2388 number of the vehicle painted in letters of contrasting color, at least four (4) inches high, on each side and
2389 the rear of each vehicle. No advertising is permitted other than the name of Contractor, its logo, and its
2390 registered service marks, except for promotional advertisement of the Recyclable Materials and Organic
2391 Waste programs, which is encouraged. City is to approve any promotional material of the Recyclable
2392 Materials and Organic Waste affixed to or painted on Contractor's Collection Vehicles and may require such
2393 promotion to be utilized from time to time to encourage correct Recycling, reduce contamination, and provide
2394 relevant education. Contractor must repaint all vehicles (including vehicles striping) during the Term of this
2395 Agreement on a frequency as necessary to maintain a positive public image, as reasonably determined by
2396 the Agreement Administrator, but not less often than once every five years.

2397 18.09 Bin and Roll-off Container Signage, Painting, and Cleaning. All metal Bins and Roll-off
2398 Containers of any service type furnished by Contractor must be either painted or galvanized, in compliance
2399 with all applicable color specifications as set forth by CalRecycle. All metal or plastic bins and Roll-off
2400 Containers must display Contractor's name, Contractor's customer service telephone number, and the
2401 number of the Bin or Roll-off Container and must be kept in a clean and sanitary condition. Bins must also
2402 have labels that comply with Section 20.10 of this Agreement. Bins and Roll-off Containers should be free of
2403 dents and graffiti and newly painted at the start of this Agreement and painted as needed to maintain an
2404 orderly appearance throughout the Term of the Agreement, but not less frequently than once every three
2405 years. Bins and Roll-off Containers may be subject to periodic, unscheduled inspections by City, and
2406 determination as to sanitary condition will be made by City.

2407 18.10 Vehicle Certification. For each Collection Vehicle used in the performance of services
2408 under this Agreement, Contractor must obtain a certificate of compliance (smog check) issued pursuant to

2409 Part 5 of Division 26 of the California Health and Safety Code (Section 43000 and following) and regulations
2410 promulgated thereunder, and/or a safety compliance report issued pursuant to Division 14.8 of the California
2411 Vehicle Code (Section 34500 and following) and the regulations promulgated thereunder, as applicable to
2412 the vehicle. Contractor must maintain copies of such certificates and reports and must make such certificates
2413 and reports available for inspection upon request by the Agreement Administrator.

2414 18.10.1 By July 1, 2025, Contractor must submit to the Agreement Administrator verification
2415 that each of the Contractor's Collection Vehicles has passed the California Heavy Duty Vehicle Inspection.
2416 Thereafter, Contractor must cause each vehicle in Contractor's Collection fleet to be tested annually in the
2417 California Heavy Duty Inspection Program and must, upon request, submit written verification to City within
2418 ten (10) Workdays of the completion of such test. Contractor may not use any vehicle that does not pass
2419 such inspection.

2420 18.11 Equipment Maintenance. Contractor must always maintain Collection equipment in a clean
2421 condition and in good repair. All parts and systems of the Collection equipment must operate properly and be
2422 maintained in a condition satisfactory to City. Contractor must wash all Collection Vehicles at least once a
2423 week.

2424 18.12 Maintenance Log. Contractor must maintain a maintenance log for all Collection Vehicles.
2425 The log must always be accessible to City by physical inspection upon request of Agreement Administrator,
2426 and must show, at a minimum, each vehicle's Contractor-assigned identification number, date purchased or
2427 initially leased, dates of performance of routine maintenance, dates of performance of any additional
2428 maintenance, and description of additional maintenance performed.

2429 18.13 Equipment Inventory. On or before July 1, 2025, Contractor shall provide to City an
2430 inventory of Collection Vehicles and major equipment used by Contractor for Collection or transportation and
2431 performance of services under this Agreement. The inventory must indicate each Collection Vehicle by
2432 Contractor-assigned identification number, DMV license number, the age of the chassis and body, the type
2433 of fuel used, the type and capacity of each vehicle, the number of vehicles by type, the date of acquisition,
2434 the decibel rating, and the maintenance and rebuild status. Contractor must submit an updated inventory,
2435 either via email or via electronic document sharing site (e.g., Dropbox), to the Agreement Administrator, either
2436 annually or more often, at the request of the Agreement Administrator. Each inventory must also include the
2437 tare weight of each vehicle as determined by weighing at a certified scale used by Contractor. Each vehicle
2438 inventory must be accompanied by a certification signed by Contractor that all Collection Vehicles meet the
2439 requirements of this Agreement.

2440 18.14 Reserve Equipment. Contractor shall have available to it, at all times, reserve Collection
2441 equipment which can be put into service and operation within one (1) hour of any breakdown. Such reserve
2442 equipment must correspond in size and capacity to the equipment used by the Contractor to perform the
2443 contractual duties.

2444 18.15 RNG Fuel Procurement Credits. Contractor agrees to coordinate and cooperate with the
2445 City to meet its Recovered Organic Waste Product procurement target, as defined in, and required by
2446 Applicable Law. In support of that objective, the City will receive any applicable SB 1383 Recovered Organic

2447 Waste Product procurement credits for all RNG used by the Contractor to power Contractor's Collection
2448 vehicles as allowed by the Applicable Law and within the time provided therein.

2449 **Article 19. Contractor's Office**

2450 19.01 Contractor's Office. Contractor shall maintain an office within the municipal limits of the
2451 City, or at the nearest possible location that is agreed to by the City, that is accessible to persons with
2452 disabilities as required by the Americans with Disabilities Act (ADA). Service Recipients shall be permitted to
2453 make payments in person at this office. Such office must be equipped with enough telephones so that all
2454 Collection Service-related calls received during normal business hours are answered by an employee within
2455 five (5) rings. The office must have responsible persons in charge during Collection hours, and must be open
2456 during normal business hours (8:00 a.m. to 5:00 p.m. on Monday through Friday). Contractor must provide
2457 either a local or toll-free telephone number that connects to the call center described in Section 19.02, and a
2458 telephone answering service or mechanical device to receive Service Recipient inquiries during those times
2459 when the office is closed. Calls received after normal business hours must be addressed the next Workday
2460 morning.

2461 19.02 Customer Service Call Center. Contractor must maintain a Customer Service call center
2462 within the United States. Such office must be equipped with enough telephones that all customer service-
2463 related calls are answered by an employee within five (5) rings if they are received during normal business
2464 hours (8:00 a.m. to 5:00 p.m. on Monday through Friday) or on Saturday during Collection Service hours.

2465 19.03 Emergency Contact. Contractor must provide the Agreement Administrator with an
2466 emergency phone number where the Contractor can be reached outside of the required office hours.

2467 19.04 Multilingual/Telecommunications Device for the Deaf (TDD) Service. Contractor must
2468 always maintain the capability of responding to telephone calls in English, Spanish, and such other languages
2469 as City may direct. Contractor must always maintain the capability of responding to telephone calls through
2470 TDD Services.

2471 19.05 Service Recipient Calls. During office hours, Contractor must maintain a telephone
2472 answering system capable of accepting at least five (5) incoming calls at one time. Contractor must record all
2473 calls, including any inquiries, service requests, or complaints, into a customer service log.

2474 19.05.1 All incoming calls will be answered at the local office or call center within 5 rings.
2475 Any call "on-hold" more than 1.5 minutes must have the option to remain "on-hold" or request a "call-back"
2476 from a customer service representative. Contractor's customer service representatives must return Service
2477 Recipient calls. For all messages left before 3:00 p.m., all "call backs" must be attempted a minimum of one
2478 time prior to 5:00 p.m. on the day of the call. For messages left after 3:00 p.m., all "call backs" must be
2479 attempted a minimum of one time prior to noon the next Workday. Contractor must make minimum of three
2480 (3) attempts within one (1) Workday of the receipt of the call. If Contractor is unable to reach the Service
2481 Recipient on the next Workday, Contractor must send a postcard, email, or text, as indicated by the Service
2482 Recipient, to the Service Recipient on the second Workday after the call was received, indicating that the
2483 Contractor has attempted to return the call.

2484

Article 20. Contractor Support Services

2485 20.01 Sustainability/Compliance Representative. Contractor will hire staff, including at least one
 2486 Sustainability/Compliance Representative at fifty percent (50%) of full-time equivalent, as of the
 2487 Commencement Date, to conduct site visits and provide outreach and education in support of meeting City
 2488 and CalRecycle Diversion requirements and to meet State mandates associated with Applicable Law and all
 2489 amendments and related subsequent legislation. The Sustainability/Compliance Representative(s) shall be
 2490 available as needed to meet with the City and conduct site visits to implement Recyclable Materials and
 2491 Organic Waste programs in the Service Area at least four days a week throughout the year. City may request
 2492 monthly meetings with Contractor to discuss problems or issues such as Collection or Recycling programs,
 2493 Billing or Service Recipient service issues, and day-to-day operations.

2494 20.02 Sustainability and Compliance Plan. Contractor, at its own expense, must prepare, submit,
 2495 and implement an annual (Calendar Year) Sustainability and Compliance Plan (“Plan”), which will guide
 2496 Contractor’s staff’s work efforts. This Plan will include measures to meet Diversion targets, increase
 2497 Diversion, and increase participation of Service Recipients in Recyclable Materials and Organic Waste
 2498 Diversion programs, and should target certain Recyclable Materials or “problem” areas, including Recyclable
 2499 Materials and Organic Waste sorting and contamination, within Contractor’s Service Area where
 2500 improvements can be maximized. Planned outreach and education services and outreach materials should
 2501 be included as part of the Plan and updated annually, and new outreach materials shall not be circulated to
 2502 the public without City review and approval. Targets of outreach shall be based on local trends and Recycling
 2503 patterns from data obtained by both the City and Contractor. Contractor will maintain current and state-of-
 2504 the-art public outreach and education services throughout the Term of this Agreement by providing outreach
 2505 materials to Service Recipients electronically (via email and social media). Contractor must submit first year
 2506 draft Plan to the City prior to the Commencement Date and by July 1st each year thereafter for the Term of
 2507 the Agreement. City shall review and provide revisions to draft Plan within thirty (30) days of receipt. City shall
 2508 review, provide comments, approve all education, and outreach materials. Contractor must revise and submit
 2509 final Plan to City by March 1, 2026, for the first year and then each year thereafter for the Term of the
 2510 Agreement. Contractor’s Plan is provided in Exhibit 9.

2511 20.02.1 Approach to Meeting City’s Diversion Requirements. Contractor must document
 2512 approach to meeting City’s Diversion requirements by specific Diversion program type (SFD, MFD,
 2513 Commercial, Recyclable Material, Organic Waste, Bulky Waste, etc.) and must be tied to both specific and
 2514 public education programs. This must include an implementation schedule showing the specific programs
 2515 and tasks, milestones, and timeframes for meeting the Diversion requirements.

2516 20.02.2 Environmental Stewardship. Contractor must describe all environmental
 2517 management policies and activities related to the Solid Waste Collection service, including the use of
 2518 Alternative Fuel Vehicles, reduction of air emissions and wear and tear on the City’s streets, use of recycled
 2519 products throughout operations, internal waste reduction and reuse protocol, water and resource
 2520 conservation activities within facilities (design, construction and operation), compliance with laws governing
 2521 E-Waste, HHW, and U-Waste, and use of non-toxic products when possible.

2522 20.02.3 Outreach Regarding Recyclability of Materials. Contractor shall create and maintain
2523 at minimum one (1) piece of educational material that addresses:

2524 (a) The foundational role that commodities markets and transportation costs play in current
2525 Recycling systems.

2526 (b) The importance of keeping recyclables empty, clean, and dry.

2527 (c) A list of materials that are likely to be recycled if placed in City Recyclable Materials
2528 Containers.

2529 Contractor shall also create and maintain at minimum one (1) piece of educational material that addresses:

2530 (a) The Organic Waste stream standards of the local transfer and processing facilities that
2531 receive City Organic Waste.

2532 (b) The related importance of keeping prohibited materials out of the City's Organic Waste
2533 stream.

2534 (c) The potential end uses of Compost depending on the material's quality and levels of
2535 contamination.

2536 Contractor shall distribute these educational materials annually to all Service Units/Customers, including all
2537 MFD residents, provided that City provides Contractor with a list of contact information for these residents.

2538 20.03 School Education and Outreach. Contractor shall develop and utilize a program to educate
2539 on proper Recycling that offers tools to assist with proper Recycling for all ages. Educational information
2540 should include brochures, school resources such as Recycling curriculums, children's activity flyers, posters,
2541 myth busters, and Recycling art activities. Contractor shall develop and distribute educational material and
2542 conduct onsite outreach annually to all school campuses in the Service Area. Materials must be approved by
2543 City before distribution. Examples include Recyclable Materials list, Recycling tips, battery and bulb
2544 education, Food Waste Collection, and donation, and HHW education. Educational material shall be
2545 distributed to campuses by mail and/or in person on or before September 30th annually, and site visits must
2546 be completed by November 30th annually.

2547 20.04 Compliance Notices. Contractor shall send SB 1383, AB 341, and AB 1826 compliance
2548 notices quarterly to all eligible Commercial entities and MFDs that do not subscribe to Organic Waste and/or
2549 Recyclable Materials Collection Service with the Contractor and/or do not provide an alternate method for
2550 Diverting Organic Waste, in conformance with Applicable Law. These notices shall also notify businesses of
2551 requirements under AB 827. Contractor shall mail notifications quarterly on or before the last day of the month
2552 following the end of the quarter.

2553 20.05 Technical Assistance.

2554 20.05.1 Site Visits. Contractor shall provide comprehensive Recycling technical assistance
2555 to MFD and Commercial Customers with the primary purpose of helping Customers increase Recyclable

2556 Materials and Organic Waste Collection services and reducing Solid Waste Collection service. MFD and
 2557 Commercial Customers may contact Contractor to request one of these on-site assessments. In the absence
 2558 of requests from Customers, Contractor shall devise a plan to visit all MFD and Commercial Premises on a
 2559 regular rotating schedule. The technical assistance services shall conform with the following performance
 2560 expectations per month:

Task	Minimum Number of related actions taken
Phone Calls	20
In-Person Site Visits (i.e., Customer contact)	40

2561 Site visits shall include on-site assessments of the MFD and Commercial Premises to improve Recyclable
 2562 Materials and Organic Waste Collection program participation and provide recommendations to Customers
 2563 on how to improve overall resource efficiency. During the site visits, Contractor will be required to provide
 2564 and/or restock posters, “how to” guides, personal Recyclable Materials baskets/bags for MFD tenants, and
 2565 any other appropriate materials, and to provide new signage for the Recyclable Materials and Organic
 2566 Waste Containers if necessary. This program shall also involve preparation and presentation of reports to
 2567 the City on the Contractor’s efforts and results of the technical assistance efforts.

2568 20.05.2 Compliance Reviews.

2569 20.05.2.1 General Requirement. At least once annually, beginning in 2025,
 2570 Contractor shall review the records of its Commercial and MFD Customers in City that are subscribed for
 2571 at least two (2) cubic yards per week of combined Solid Waste, Organic Materials, and Recyclables service,
 2572 to determine whether such Customers are subscribed for Organic Materials Collection service or have an
 2573 applicable waiver. Contractor shall include the results of each Compliance Review in its next regularly
 2574 scheduled report to City.

2575 20.05.2.2 Site Visit Requirement for Non-Compliance. Contractor shall
 2576 conduct a site visit to each Commercial and MFD Customer in City that is determined to (a) not be enrolled
 2577 in 3-Container Collection service, and (b) not be eligible for a waiver based on the City determination.
 2578 Contractor shall conduct in-person site visits (i.e., direct Customer contact) to provide educational material
 2579 about the law’s requirements to Commercial and MFD Customers at least once every three (3) years.

2580 20.05.2.3 Site Visit Requirement for All Customers. All Commercial and
 2581 MFD Customers in the City shall receive a site visit from Contractor to affirm proper sorting procedures and
 2582 sizing of Containers at least once every five (5) years.

2583 20.06 Education and Outreach Materials. Contractor must implement public education and
 2584 outreach in conformance with Applicable Law and in coordination with City. Contractor shall attend public
 2585 events and host booths to promote Recycling education and awareness. Contractor will work with City to
 2586 identify which special events will be attended. Contractor, together with City, shall work with local media to
 2587 ensure information on new programs, events, Recyclable Materials, Organic Waste, etc., is communicated to
 2588 the community. Contractor shall use a variety of options, such as local paper, news, websites, and social
 2589 media, as well as in-person visits to Homeowners Associations, schools, and civic groups, to distribute

2590 information and education about City Solid Waste and Recyclable Materials programs and events. In terms
2591 of social media and websites, Contractor shall make their best effort to share information through platforms
2592 that are commonly used and culturally relevant, including platforms that are known to reach younger
2593 populations. City may direct some or all educational and outreach materials to also be produced in Spanish
2594 or other languages to be determined.

2595 20.06.1 Newsletters. Contractor shall distribute educational material to Service Recipients
2596 a minimum of twice per year by mail or electronically. These materials should include tips on Recycling
2597 properly, use of Organic Waste Containers, Composting, battery and electronics education, prevention of
2598 contamination issues, proper Collection Container placement, resource information, and HHW education.
2599 Contractor shall also distribute these same educational materials to all MFD residents, provided that City
2600 provides Contractor with a list of contact information for these residents.

2601 20.06.2 Available Services Notice and Information. At least annually, Contractor must
2602 publish and distribute (by mail or electronically) a notice to all Service Units regarding the full range of
2603 services offered. The notice must be provided in English and Spanish and must be distributed by Contractor
2604 no later than February 1st of each year. The notice must contain, at a minimum: (i) definitions of the materials
2605 to be Collected; (ii) procedures for setting out materials; (iii) the days when Garbage, Recyclable Materials,
2606 and Organic Waste Service will be provided; (iv) Contractor's local customer service phone number; (v)
2607 instructions on the proper filling of Containers; (vi) instructions as to what materials may or may not be placed
2608 in Recyclable Materials or Organic Waste Containers; (vii) how to select Container sizes to maximize
2609 Diversion; (viii) information about participation in Recyclable Materials and Organic Waste programs; (ix) the
2610 fees for Overage and Contamination in the event of non-compliance; (x) the availability of on-premises
2611 Collection Service, including the availability of no-charge on-premises Solid Waste Collection for qualified
2612 persons; (xi) the availability of Bulky Waste Service; (xii) the availability of the used motor oil Collection
2613 program; (xiii) the availability of the holiday tree collection program; and (xiv) the availability of the household
2614 alkaline battery drop-off program.

2615 20.06.3 New Customer Start-Up Packet. Contractor shall distribute (by mail or
2616 electronically) all programmatic information enumerated in Sections 20.02.3 and 20.06.3 to all new
2617 Customers within ten (10) days from the start of service.

2618 20.06.4 Contractor shall provide the following to all its Customers, including all MFD
2619 residents, under the Agreement annually, provided that City provides Contractor with a list of contact
2620 information for these residents.

2621 (i) Information on the Customer's requirements to properly separate materials in
2622 appropriate Containers.

2623 (ii) Information on methods for: the prevention of Organic Materials generation, Recycling
2624 Organic Materials on-site, sending Organic Materials to community Composting, and
2625 any other local requirements regarding Organic Materials.

2626 (iii) Information regarding the methane reduction benefits of reducing the landfill Disposal
2627 of Organic Materials, and the methods of Organic Materials recovery contemplated by
2628 the Agreement.

2629 (iv) Information regarding how to recover Organic Materials.

2630 (v) Information related to the public health and safety and environmental impacts
2631 associated with the landfill Disposal of Organic Materials.

2632 (vi) The above information will be provided, at a minimum, through print and/or electronic
2633 media, and may also be provided through workshops, meetings, and/or on-site visits.
2634 All information that SB 1383 requires the City to distribute shall be posted on
2635 Contractor's website.

2636 (vii) Contractor shall provide an educational webpage which includes downloadable copies
2637 of all the materials described in this Section.

2638 20.06.5 City-Specific Website. Contractor shall maintain a City-specific website that fully
2639 explains the Contractor's current services and rates and the Diversion options available, and that allows
2640 Service Recipients to submit service changes, inquiries, complaints, or queries. The website must describe
2641 and promote the use of the available Recyclable Materials and Organic Waste services. Contractor's local
2642 website must provide information specific to the City's programs. Contractor will ensure that information
2643 provided on the website is maintained and up to date. Content will include proper Container set out
2644 instructions, educational materials, newsletters, and program descriptions. Website content shall be in
2645 English with translations into Spanish and/or other languages to be determined.

2646 20.06.6 Recycling Resources. Contractor shall maintain accurate list of Recyclable
2647 Materials on its website and promote proper Recycling to all Service Recipients. Contractor shall consult,
2648 collaborate, and coordinate its Recycling outreach and educational materials and activities with the City and
2649 incorporate the City's input on the Contractor's Recycling resources and programs.

2650 20.07 Waiver Outreach, Applications, and Evaluation.

2651 20.07.1 Waiver Outreach. Contractor shall notify all of its commercial accounts of the
2652 availability of waivers and how to obtain and file a waiver periodically, or at least every five (5) years.

2653 20.07.2 Waiver Applications and Evaluation. In the event that such a service is no longer
2654 provided by the Sonoma County Waste Management Agency, and subject to the terms and conditions of
2655 Section 30.01, Contractor shall be responsible for the distribution, collection, and evaluation of waiver
2656 applications as appropriate, and shall provide the City a recommendation to accept or deny waiver requests
2657 in accordance with SB 1383. Contractor shall develop waiver application forms and shall provide them to
2658 City for City approval prior to use. Contractor shall evaluate requests for exemption or waiver from the Act's
2659 requirements on the basis of physical space or de minimis generation and provide the City periodic
2660 recommendations and supporting documentation to deny or approve waivers, including a site visit and re-
2661 evaluation at least every five (5) years as required by the SB 1383 Regulations.

2662 20.08 News Media Relations. Contractor will work with local media to ensure information is
2663 communicated to community (new programs, events, Recycling information, etc.). Contractor to use options
2664 such as local Newspaper, Radio/TV News outlets, Websites, and Social Media. Contractor will notify the
2665 Agreement Administrator by email or phone of all requests for news media interviews related to the services
2666 covered under this Collection Agreement within one (1) Workday of Contractor's receipt of the request. When
2667 practicable, before responding to any inquiries involving controversial issues or any issues likely to affect
2668 participation or Customer's perception of services, Contractor will discuss Contractor's proposed response
2669 with the City Agreement Administrator.

2670 20.09 News Media Requests. Contractor will notify the Agreement Administrator by email or
2671 phone of all requests for news media interviews related to the services covered under this Agreement within
2672 one (1) Workday of Contractor's receipt of the request. When practicable, before responding to any inquiries
2673 involving controversial issues or any issues likely to affect participation or Service Recipient's perception of
2674 services, Contractor will discuss Contractor's proposed response with the Agreement Administrator.

2675 20.09.1 Copies of draft news releases or proposed trade journal articles that use the name
2676 of City or relate to the services provided hereunder must be submitted to the Agreement Administrator for
2677 prior review and approval at least five (5) working days in advance of release, except where Contractor is
2678 required by any Applicable Law to submit materials to any regulatory agency in a shorter period of time, in
2679 which case Contractor must submit such materials to City simultaneously with Contractor's submittal to such
2680 regulatory agency.

2681 20.09.2 Copies of articles resulting from media interviews or news releases that use the
2682 name of City or relate to the services provided hereunder must be provided to the City within five (5) days
2683 after publication.

2684 20.10 Acceptable Materials Labeling. Contractor must affix to each Recyclable Materials and
2685 Organic Waste Collection Container a sticker that is compliant with SB 1383 labeling requirements and
2686 approved by the City. Each sticker shall clearly list Acceptable materials to be placed in the corresponding
2687 Container, and each sticker shall also include a QR code that links to the Recycling education landing page
2688 within the Contractor's City-specific website for the City. Stickers must be replaced annually and include any
2689 updates in the list of Acceptable materials (Exhibit 11).

2690 20.11 Edible Food Recovery Support. In the event that such a service is no longer provided by
2691 the Sonoma County Waste Management Agency, and subject to the terms and conditions of Section 30.01,
2692 Contractor shall annually provide City with a list of Tier One and Tier Two Commercial Edible Food Generators
2693 located in the City. Upon request from Contractor, City shall use reasonable efforts without incurring
2694 significant additional costs to cooperate and consider methods for collecting information from Customers and
2695 sharing such information with Contractor in an effort to assist Contractor with identifying the Tier One and
2696 Tier Two commercial Edible Food generators within the City.

2697 20.12 Programs and Services. Contractor must provide additional educational and outreach
2698 services and programs as requested by City at a price to be mutually agreed upon between the Contractor
2699 and the Agreement Administrator. In the event Contractor and the Agreement Administrator cannot reach a

2700 mutually agreed upon price for the requested service or program, City has the right to procure the service of
 2701 other vendors or contractors to provide the requested service.

2702 20.13 Operations Plans. Contractor must adhere to the Transition Plan included as Exhibit 4,
 2703 Customer Service Plan included as Exhibit 6, and Collection Service Operations Plan included as Exhibit 7,
 2704 the three of which present the specific Collection programs that will be implemented in the City.

2705 20.14 Route Audits/Route Reviews.

2706 20.14.1 General Requirement. At least once annually, beginning in 2025, Contractor or its
 2707 approved designee shall conduct a Route Review for each Hauler Route. The number of Containers to
 2708 review per Hauler Route shall be calculated on the basis of the number of Garbage accounts provided
 2709 service by a specific Hauler Route for one week. For example, "Route A" collects Garbage from 250
 2710 accounts, 4 days per week, for a total of 1,000 accounts per week; include a minimum of 25 accounts for
 2711 Route Review of "Route A". For each Route Review of a Hauler Route, Contractor shall inspect at least the
 2712 following minimum number of Containers but may inspect more if Contractor deems necessary; and shall
 2713 inspect all Containers placed for Collection (including Recyclable Materials Containers, Organic Waste
 2714 Containers, and Garbage Containers). Each inspection shall involve lifting the Container lid and observing
 2715 the contents but shall not require Contractor to disturb the contents or open any bags. Contractor may select
 2716 the Containers to be inspected at random, or (if mutually agreed with City) by any other method not prohibited
 2717 under the SB 1383 Regulations. For the avoidance of doubt, Contractor shall not be required to annually
 2718 inspect every Container on a Hauler Route. Contractor shall include the results of each Route Review in its
 2719 next regularly scheduled report to City.

2720

<u>Route Size (# garbage accounts / week)</u>	<u>Minimum Number of Accounts</u>
Fewer than 1,500	25
1,500-3,999	30
4,000-6,999	35
7,000 or more	40

2721 20.14.2 Notice of Contamination. Contamination noticing will follow the procedures
 2722 described in Section 5.07.

2723 **Article 21. Emergency Service**

2724 21.01 Revised Services During an Emergency. In the event of a major storm, earthquake, fire,
 2725 flood, tornado, other natural or man-made disaster, or other such emergency event (collectively "Emergency
 2726 Event), Contractor will continue to provide Solid Waste Collection to the maximum extent practicable, and in
 2727 accordance with FEMA's Public Assistance Debris Management Guide (FEMA-325). The Agreement
 2728 Administrator may grant the Contractor a variance from regular routes and schedules, which will not be
 2729 withheld unreasonably. As soon as practicable after such Emergency Event, Contractor must advise the
 2730 Agreement Administrator when it is anticipated that normal routes and schedules can be resumed. The

2731 Agreement Administrator will try through the local news media to inform the public when regular services may
2732 be resumed. The clean-up from some Emergency Events may require that Contractor hire additional
2733 equipment, employ additional personnel, or work existing personnel on overtime hours to clean debris
2734 resulting from the event. If Contractor secures written authorization and approval from City through the
2735 Agreement Administrator, Contractor will receive additional compensation above the normal compensation
2736 contained in this Agreement to cover the costs of rental equipment, additional personnel, overtime hours, and
2737 other documented expenses based on the rates set forth in Exhibit 1. City will be given equal priority and
2738 access to resources as with other franchise jurisdictions held by Contractor or its affiliates.

2739 21.02 Emergency Event Planning. Within sixty (60) days from a request by City, Contractor shall
2740 prepare a draft Emergency Event plan that sets forth procedures for maintaining regular Collection service
2741 and Collection of debris following an Emergency Event and provide a framework for how the City will respond,
2742 clear, remove, and dispose of debris generated during a disaster. The Emergency Event plan shall address
2743 arrangements to provide needed vehicles and personnel, priorities for clean-up at critical facilities, and
2744 procedures for reimbursement for costs; it shall also describe communication plans, list key contact persons,
2745 and provide maps showing proposed sites for stockpiling of disaster debris that cannot be transported to the
2746 landfill. Contractor shall coordinate the plan with City's Public Works Department. The draft plan shall be
2747 presented to the City Manager for consideration and approval. The final plan shall be distributed to those
2748 employees of Contractor and City who would have a role in implementing upon the occurrence of an
2749 Emergency Event.

2750 21.03 Emergency Event Recovery Support. In the event of an Emergency Event, Contractor
2751 agrees to provide recovery support upon request by Agreement Administrator. This may include additional
2752 hauling of debris, special handling such as wrapping waste in plastic (i.e., "burrito wrapping"), temporary
2753 storage of debris where feasible, additional disposal, use of different transfer and disposal facilities, and
2754 documentation of debris type, weight, and Diversion. Contractor should follow protocol laid out in the County's
2755 Operational Area Mass Debris Management Plan (Annex to the Operational Area Emergency Response Plan)
2756 and any subsequent County or City Disaster Debris Plans, as applied to Solid Waste hauling and handling.

2757 **Article 22. Record Keeping, Reporting Requirements, & Record Requests**

2758 22.01 Record Keeping.

2759 22.01.1 Accounting Records. Contractor shall keep and preserve full, complete, accurate,
2760 and separate financial, statistical, and accounting records pertaining to cash, billing, and provisions of all
2761 Collection Service, prepared on an accrual basis in accordance with generally accepted accounting
2762 principles. Such records will be subject to audit, copy, and inspection for the purposes set forth in Section
2763 17.01. Gross Revenues derived from provision of the Collection Service, whether such services are
2764 performed by Contractor or by a subcontractor or subcontractors, will be recorded as revenues in the
2765 accounts of Contractor. The Contractor shall keep and preserve, during the Term of this Agreement, and for
2766 a period of not less than four (4) years following expiration or other termination hereof, full, complete, and
2767 accurate records, including all cash, billing, and disposal records, as indicated in the Agreement.

2768 22.01.1.1 City reserves the right to request audited, reviewed, or compiled
2769 financial statements prepared by an independent Certified Public Accountant, including any associated
2770 footnotes, or as may be provided by Contractor or its parent company. In the event that Contractor does
2771 not maintain separate financial or accounting records prepared specifically for services provided under this
2772 Agreement, Contractor may use industry standard allocation methods to provide financial information as
2773 applicable to the service provided under this Agreement. Failure of Contractor to provide requested financial
2774 statements to City within fifteen (15) Workdays of a request may result in assessment of Administrative
2775 Charges and Penalties as specified in Exhibit 5.

2776 22.01.2 Agreement Materials Records. Contractor must maintain records of the quantities
2777 of (i) Residential, MFD, and Commercial Solid Waste Collected and Disposed under the terms of this
2778 Agreement, (ii) Recyclable Materials, by type, Collected, purchased, processed, sold, donated, or given for
2779 no compensation under the terms of this Agreement, and (iii) Organic Waste by type, Collected, purchased,
2780 processed, sold, donated, or given for no compensation under the terms of this Agreement. Records must
2781 be provided to City as specified in Article 20, and upon additional request.

2782 22.01.3 Other Records. Contractor must maintain all other records reasonably related to
2783 provision of Collection Service, whether or not specified in this Agreement, and provide them upon City
2784 request. Failure of Contractor to submit requested records to City within fifteen (15) Workdays of a request
2785 may result in assessment of Administrative Charges and Penalties as specified in Exhibit 5.

2786 22.01.4 Failure to Report. The refusal of Contractor to file any of the reports required in the
2787 timelines required, or the inclusion of any materially false or misleading statement or representation made
2788 knowingly by Contractor in such report, shall be deemed a material breach of this Agreement and shall
2789 subject Contractor to all remedies, legal or equitable, which are available to City under this Agreement or
2790 otherwise.

2791 22.01.5 Report Format. All reports are to be submitted in a form and format approved by the
2792 City, including electronic data submission.

2793 22.02 Data-Sharing / Online Waste Reporting System. Contractor shall, at no additional cost to
2794 the City, provide data regarding outreach, customer service, site visits, service levels, weight and volumes by
2795 waste stream, and other compliance and reporting information in a form and format approved by the City.
2796 This may include, if requested by City, procurement of software to use as an Online Waste Reporting System,
2797 an online/digital data system that is specifically designed for recording and documenting activity and data
2798 related to Collection Service, including the topics listed above.

2799 22.03 Vehicle GPS and Camera Data. Upon City's request, Contractor shall make available
2800 stored vehicle GPS and on-board camera data for City's review.

2801 22.04 Quarterly Reporting.

2802 22.04.1 General. Quarterly reports must be submitted no later than 5 p.m. Pacific Time (PT)
2803 on the last day of the month following the end of Quarter in which the receipts are Collected, and must be

2804 provided electronically using software acceptable to the City. If the last day of the month falls on a day that
2805 City is closed or on a Holiday, then the report will be due on the next Business Day. Failure to submit
2806 complete quarterly reporting by the due date may result in assessment of Administrative Charges and
2807 Penalties as specified in Exhibit 5.

2808 22.04.2 City Reports. Quarterly reports to City must include:

2809 22.04.2.1 Tonnage and Service Data. Contractor must provide a full-service
2810 list, with the following indicated for each Customer: number of contracted Collections for that Quarter
2811 (Collections that were scheduled to take place), and number of actual Collections completed during that
2812 Quarter (Collections that took place, not including non-collections or missed Collections). Contractor must
2813 also report the number of unique SFD and MFD accounts serviced; the number of unique Commercial and
2814 City accounts serviced; tonnage of Garbage, Recyclable Materials, and Organic Waste Collected and
2815 processed for Diversion, broken down by Container type. Quantities should be broken down by SFD, MFD,
2816 Commercial, and City Service.

2817 22.04.2.2 Overweight Vehicle Reporting. The quarterly report must include
2818 a summary total of all instances of overweight Collection Vehicles. This summary must include the number
2819 of overweight vehicle instances expressed as a percentage of the total number of Collection Vehicle loads
2820 transported during the reported Quarter.

2821 22.04.2.3 Non-Collection. The quarterly report must include a list of all Non-
2822 Collection occurrences that took place during that Quarter. It must include the full list of Service Units that
2823 experienced Non-Collection, indicate the date of and reason for each Non-Collection incident, and indicate
2824 whether a Non-Collection Notice was issued, and in what format it was issued.

2825 22.04.2.4 On-hold. The quarterly report must include each Service Unit that
2826 was not billed in the previous Quarter.

2827 22.04.2.5 Collection Overage Charges. The quarterly report must include
2828 each Service Unit incurring a charge for a Solid Waste Overage in the previous Quarter.

2829 22.04.2.6 Contamination Reporting. To the extent required by Applicable
2830 Law, the quarterly report must include a summary of all instances of qualifying contamination under the
2831 procedures in Section 5.08. This summary must include the total number of accounts where contamination
2832 occurred, the total number of Contamination Violation Notices issued by Contractor to Service Recipients,
2833 a list of accounts where such notices occurred, the total number of instances where Collection Container
2834 size or Collection frequency was increased specifically due to contamination, a list of accounts that were
2835 charged contamination fees, and a list of accounts for which the Collection Container size or Collection
2836 frequency was increased specifically due to contamination. Within twenty (20) Workdays of request by City,
2837 Contractor will provide copies of the Contamination Violation Notices and the digital documentation of
2838 contamination.

2839 22.04.2.7 Service Recipient Complaint Log. The quarterly report must
2840 include the Service Recipient complaint log Collected from the previous Quarter.

2841 22.04.2.8 Reports to City on Customers discovered to be out of compliance
2842 with the SB 1383 Regulations, including a list of the Customers, the type of violation (including not donating
2843 Edible Food, not providing Containers for Customer use, and other compliance violations), actions taken to
2844 educate those Customers, and contact information for those Customers. Such reports shall be provided
2845 quarterly or as required by City.

2846 22.04.2.9 List of Programs Utilized. The quarterly report must include a list
2847 of all the waste Diversion and reduction programs, as well as other Solid Waste Collections programs,
2848 utilized by City residents, with the number of residents per program indicated when known. This report
2849 should also include the number of Kitchen Food Waste Pails distributed to residents within the Quarter.

2850 22.04.2.10 Abandoned Waste Reporting. The quarterly report must include a
2851 list of the times Contractor provided Abandoned Waste Removal Service to the City, including the dates,
2852 the locations of each service, and the amount of material Collected during each incident.

2853 22.05 Annual Reporting.

2854 22.05.1 General. An annual report must be submitted no later than 5 p.m. PT on January
2855 31, 2026, and each January 31st thereafter for the previous Calendar Year. If January 31st falls on a day that
2856 City is closed, then the report will be due on the next Business Day. Annual reports must be submitted
2857 electronically in software acceptable to the City. Failure to submit complete annual reporting by the due date
2858 may result in assessment of Administrative Charges and Penalties as specified in Exhibit 5. Annual reports
2859 to City must include:

2860 22.05.1.1 Financial Statements. Contractor must submit annual financial
2861 statements for the local operation. Statements need not be reviewed or audited statements.

2862 22.05.1.2 Annual Sustainability and Compliance Report. Contractor must
2863 complete and submit data sections within their Sustainability and Compliance Plan to document education
2864 and outreach conducted, public event participation, school visits, compliance notices mailed, site visits,
2865 waste audits completed, information distributed, and media used, and community events hosted. This must
2866 include public education activities undertaken during the year, including distribution of bill inserts, Collection
2867 notification tags, community information and events, tours, and other activities related to the provision of
2868 Collection Service, and must discuss the impact of these activities on Recycling program participation and
2869 include amounts Collected from SFD, MFD, Commercial, and City Service Units. The report should include
2870 a complete list of all non-exempt commercial accounts, which includes each non-exempt account's status
2871 as a "covered generator" under AB 341, AB 1826, and SB 1383; the date and status of Contractor's
2872 outreach efforts at each non-exempt account; and the current level of Recyclable Materials and Organic
2873 Waste program participation at each non-exempt account.

- 2874 22.05.1.3 Solid Waste Data. The number of SFD, MFD, Commercial, and
2875 City Service Units, and the number of Collection Containers distributed by size and Service Unit type.
- 2876 22.05.1.4 Waste Characterization Data. A breakdown of Solid Waste
2877 (Garbage, Recyclable Materials, and Organic Waste) by material type as per CalRecycle material
2878 classifications.
- 2879 22.05.1.5 Recyclable Materials Data. Gross tons Collected daily on average
2880 by material type by route for SFD, MFD, Commercial, and City Recyclable Materials service, with map of
2881 routes. The average participation rates by Quarter relative to the total number of Service Units by Service
2882 Unit type Indicate number of Recyclable Materials Collection Containers distributed by size and Service
2883 Unit type.
- 2884 22.05.1.6 Organic Waste Data. Include average daily gross tons Collected
2885 by route, separated by Green Waste and Food Waste, with map of routes. Include the total number of
2886 generators that receive each type of Organic Waste Collection Service provided by the Contractor. Indicate
2887 average daily number of setouts by route. Indicate average participation rates relative to the total number
2888 of Service Units in terms of weekly set-out counts. Indicate number of Organic Waste Collection Containers
2889 distributed by size and Service Unit type.
- 2890 22.05.1.7 Customer Service Log. A copy of the customer service log,
2891 including a summary of the type and number of complaints and their resolution. Include copies of a written
2892 record of all calls related to missed pickups and responses to such calls.
- 2893 22.05.1.8 Customer Service Information Sheet. A copy of Contractor's most
2894 recent Customer Service Information Sheet (i.e., customer call center "cheat sheet") for the City or the
2895 equivalent information used by customer service representatives.
- 2896 22.05.1.9 Overweight Vehicle Data. A summary of all instances of
2897 overweight Collection Vehicles. This summary must also include the number of overweight vehicle
2898 instances as a percentage of the total number of Collection Vehicle loads transported during the Calendar
2899 Year.
- 2900 22.05.1.10 Summary Narrative. A summary narrative of problems
2901 encountered with Collection activities and actions taken. Indicate type and number of Non-Collection
2902 Notices left at Service Recipient locations. Indicate instances of property damage or injury, significant
2903 changes in operation, market factors, publicity conducted, and needs for publicity. Include description of
2904 processed material loads rejected for sale, reason for rejection, and Disposition of load after rejection.
- 2905 22.05.1.11 Collection Container and Vehicle Inventory. An updated complete
2906 inventory of Collection Containers by type and size, and an updated complete inventory of Collection
2907 Vehicles, including for each vehicle: truck number, route number, date purchased, vehicle type, tare weight,
2908 license plate number, fuel type, vehicle make and model, and vehicle safety records.

2909 22.05.1.12 Diversion Rate. Contractor must provide documentation
2910 acceptable to City stating and supporting the Calendar Year's Diversion Rate, as calculated in accordance
2911 with the provisions of Article 8. Any tonnages Diverted and Disposed from large venues and events during
2912 the reporting period will be counted towards the calculated Diversion rate.

2913 22.05.1.13 AB 341, AB 1826, and SB 1383 Compliance Data. Contractor
2914 must report the total number of Commercial and MFD Service Units serviced, as well as the number of
2915 Containers, Container sizes, and frequency of Collection for Garbage, Recyclable Materials, and Organic
2916 Waste for each non-exempt Commercial and MFD Service Unit. Contractor must also provide the following
2917 information separately for both AB 341 and AB 1826:

2918 22.05.1.14 The total number of non-exempt Commercial and MFD Service
2919 Units that fall under the AB 341 or AB 1826 thresholds, and the total number of those non-exempt
2920 Commercial and MFD Service Units that are not subscribed to Commercial or MFD Recyclable Materials
2921 Collection Service or Commercial or MFD Organic Waste Collection Service.

2922 22.05.1.15 A summary of the type of follow-up outreach that was provided to
2923 those non-exempt Commercial and MFD Service Units that are not subscribed to Commercial or MFD
2924 Recyclable Materials Collection Service or Commercial or MFD Organic Waste Collection Service.

2925 22.05.1.16 Contractor shall provide proof of training records for Service
2926 Recipient personnel, emergency procedures, Customer Service Courtesy, and how to recognize illicit
2927 discharges and stormwater pollution sources.

2928 22.05.1.17 A list of all recommended waivers for that calendar year, including
2929 copies of the waiver request form and other supporting documentation (may be provided electronically or
2930 over a web page), in accordance with Section 20.07.

2931 22.05.1.18 A list of the Tier One and Tier Two generators, in accordance with
2932 Section 20.11. (List may be secured from Sonoma County Waste Management Agency if Contractor is not
2933 responsible for regularly maintaining the list.)

2934 22.05.1.19 For Route Reviews and Compliance Reviews:

2935 (i) The date the review was conducted.

2936 (ii) The name and title of each person conducting the review.

2937 (iii) A list of the account names and addresses covered by the review.

2938 (iv) For Route Reviews, a description of each Hauler Route reviewed, and a
2939 general description of the Hauler Route area.

2940 (v) For Route Reviews, the results of such review (i.e., the addresses where any
2941 Prohibited Container Contaminants were found) and any photographs taken.

2942 (vi) For Compliance Reviews, the results of such review (i.e., Contractor’s findings
2943 as to whether the Customers reviewed are subscribed for Organic Waste
2944 Collection service, have an applicable waiver, or neither) and any relevant
2945 evidence supporting such findings (e.g., account records).

2946 (vii) Copies of any educational materials issued pursuant to such reviews.

2947 22.05.1.20 Documentation relating to observed Prohibited Container
2948 Contaminants, whether observed during Route Reviews or otherwise:

2949 (i) Copies of the form of each notice issued to Customers for Prohibited Container
2950 Contaminants, as well as, for each such form, a list of the Customers to which
2951 such notice was issued, the date of issuance, the Customer’s name and
2952 service address, and the reason for issuance (if the form is used for multiple
2953 reasons).

2954 (ii) The number of times notices were issued to Customers for Prohibited
2955 Container Contaminants.

2956 (iii) The number of Containers where the contents were Disposed due to
2957 observation of Prohibited Container Contaminants.

2958 22.06 Diversion Calculation and Data. By 5:00 p.m. PT on February 14 and annually thereafter
2959 during the Term of this Agreement, Contractor must deliver to City, in the format specified by City, the
2960 Calendar Year’s Diversion Rate, as calculated in accordance with the provisions of Article 8. Any tonnages
2961 Diverted and Disposed from large venues and events during the reporting period will be counted towards the
2962 calculated Diversion rate.

2963 22.07 CalRecycle Reports. Contractor will provide reasonable assistance to City in preparing
2964 annual reports to CalRecycle (the “Electronic Annual Report” or EAR), including but not limited to supplying
2965 required data for preparation of the reports, and completing all required data input.

2966 22.07.1 Contractor shall maintain, in form and format satisfactory to the City, the Online
2967 Waste Reporting System, an Implementation Record meeting the requirements of the SB 1383 Regulations
2968 and CalRecycle. Contractor shall be responsible for requesting information from the City for City-related
2969 activities, such as procurement and outreach and education, for maintenance of the Implementation Record.

2970 22.07.2 In the event that CalRecycle requires City to report an Implementation Schedule
2971 and/or Corrective Action Plan to comply with AB 341, AB 1826, SB 1383, SB 1594, and/or other Applicable
2972 Laws, Contractor will provide assistance to City in preparing a report, including Contractor’s policies and
2973 procedures related to compliance with AB 341, AB 1826, SB 1383, and/or other Applicable Laws and how
2974 Recyclable Materials or Organic Waste are Collected; a description of the geographic area, routes, list of
2975 addresses served, and a method for tracking contamination; copies of route audits, copies of notice of
2976 contamination; copies of notices, violations, education, and enforcement actions issued; and copies of
2977 educational materials, flyers, brochures, newsletters, website, and social media.

2978 22.08 Additional Reporting. Contractor must furnish City with any additional reports as may
2979 reasonably be required, and such reports are to be prepared within a reasonable time following the reporting
2980 period.

2981 22.09 Right to Inspect and Audit. Contractor must make all records or documents required to be
2982 maintained pursuant to this Agreement available to the City for inspection or audit at any time during regular
2983 business hours, upon written request by the Agreement Administrator, the City Attorney, City Auditor, City
2984 Manager, or a designated representative of any of these officers. Copies of such documents will be provided
2985 to City electronically, available to City for inspection at the local Contractor office, or available to City for
2986 inspection at an alternate site as mutually agreed upon.

2987 22.10 Duty to Keep and Preserve Records. The Contractor shall keep and preserve, during the
2988 Term of this Agreement, and for a period of not less than four (4) years following expiration or other
2989 termination hereof or for any longer period required by law, full, complete, and accurate records as indicated
2990 in the Agreement. Where City has reason to believe that records or documents may be lost or discarded in
2991 the event of the dissolution, disbandment, or termination of Contractor's business, City may, by written
2992 request or demand, require that custody of the records be given to City and that the records and documents
2993 be maintained in City Hall. Access to such records and documents will be granted to any party authorized by
2994 Contractor, Contractor's representatives, or Contractor's successor-in-interest. Refusal of Contractor to keep
2995 and preserve any of the records required by this Section shall be deemed a material breach of this Agreement
2996 and shall subject Contractor to all remedies, legal or equitable, which are available to City under this
2997 Agreement or otherwise.

2998 22.11 Records Requests to City. Contractor acknowledges that City is legally obligated to comply
2999 with the California Public Records Act ("CPRA") and legally issued subpoenas. City acknowledges that
3000 Contractor may consider certain records, reports, or information contained therein ("Records") which
3001 Contractor is required to provide to City under this Agreement to be of a confidential nature. In such instances,
3002 Contractor will inform City in writing of which records contain Confidential Information and shall identify the
3003 statutory exceptions to disclosure provided under the CPRA or California law that legally permit non-
3004 disclosure of the Records. At such time as City received a CPRA request, Federal Freedom of Information
3005 Act ("FOIA") request, or a subpoena, City will notify Contractor of the request or subpoena and City's
3006 obligation and intent to provide a response within ten (10) days of receipt. Contractor shall, within five (5)
3007 days either: (i) consent in writing to the disclosure of the Records; or (ii) seek and obtain, at Contractor's sole
3008 cost and expense, the order of a court of competent jurisdiction staying or enjoining the disclosure of the
3009 Records. If the Contractor fails to act within the five (5) day window described above, the City may proceed
3010 to disclose the requested records, including any Confidential Information, to the requestor or subpoenaing
3011 party, in which event, Contractor agrees, waives, releases, and holds harmless City of any liability for the
3012 disclosure of the Records. In the event Contractor seeks a court order to stay or enjoin the disclosure of the
3013 Records, Contractor agrees to indemnify, defend, and hold harmless the City, its Council, elected and
3014 appointed board or commission members, officers, employees, volunteers, and agents (collectively,
3015 "Indemnitees") from and against any and all loss, liability, penalty, forfeiture, claim, demand, action,
3016 proceeding, or suit in law or equity of any and every kind and description, whether judicial, quasi-judicial, or
3017 administrative in nature, arising or resulting from or in any way connected with the subject CPRA request,

3018 FOIA request, or subpoena for the Records. This indemnity obligation shall survive the expiration or
3019 termination of this Agreement.

3020 22.11.1 Review Costs. Upon receipt of Notice of a CPRA request or subpoena, Contractor
3021 shall submit a payment to the City of **Ten Thousand Dollars (\$10,000)** to defray the City's costs to review
3022 the CPRA request or subpoena. In the event the City's reasonable costs exceed that amount, Contractor
3023 shall reimburse the City for any documented amount in excess. This payment amount shall increase annually
3024 by the CPI Adjustment Calculation in Section 6.05.

3025 **Article 23. Nondiscrimination**

3026 23.01 Nondiscrimination. In the performance of all work and services under this Agreement,
3027 Contractor may not discriminate against any person based on such person's race, sex, gender, gender
3028 identity, color, national origin, religion, marital status, or sexual orientation. Contractor must comply with all
3029 applicable local, State, and Federal laws and regulations regarding nondiscrimination, including those
3030 prohibiting discrimination in employment.

3031 **Article 24. Service Inquiries and Complaints**

3032 24.01 Contractor's Customer Service. All service inquiries and complaints will be directed to
3033 Contractor. A representative of Contractor must be available to receive the complaints during normal business
3034 hours. Customer Service training shall include Service Recipient courtesy, shall prohibit the use of loud or
3035 profane language, and shall instruct Collection crews to perform the work quietly. Contractor shall use its best
3036 efforts to ensure that all employees present a neat appearance and conduct themselves in a courteous
3037 manner. All service complaints will be handled by Contractor in a prompt and efficient manner. All cases must
3038 be addressed and resolved within three (3) Workdays. In the case of a dispute between Contractor and a
3039 Service Recipient, the matter will be reviewed, and a decision made, by the Agreement Administrator.

3040 24.01.1 Contractor will utilize the Customer Service Log to maintain a record of all inquiries
3041 and complaints in a manner prescribed by City.

3042 24.01.2 For those complaints related to missed Collections, where Containers are properly
3043 set out in a timely manner, that are received by 12:00 p.m. (noon) on a Workday, Contractor will return to
3044 the Service Unit address and Collect the missed materials before leaving the Service Area for the day. For
3045 those complaints related to missed Collections that are received after 12:00 p.m. (noon) on a Workday,
3046 Contractor will have until the end of the following Workday to resolve the complaint. For those complaints
3047 related to repair or replacement of Collection Containers, the appropriate Sections of this Agreement will
3048 apply.

3049 24.01.3 Contractor agrees that it is in the best interest of City that all Garbage, Recyclable
3050 Materials, and Organic Waste be Collected on the scheduled Collection day. Accordingly, missed Collections
3051 will normally be Collected as set forth above regardless of the reason that the Collection was missed.
3052 However, in the event a Service Recipient requests missed Collection service more than two (2) times in
3053 any consecutive two (2) month period, the Agreement Administrator will work with Contractor to determine

3054 an appropriate resolution to that situation. In the event Contractor believes any complaint to be without merit,
3055 Contractor will notify the Agreement Administrator by email. The Agreement Administrator will investigate all
3056 disputed complaints and render a decision.

3057 24.01.4 Contractor's service and emergency telephone numbers must be accessible by a
3058 local phone number or toll-free number. The service telephone number(s) must be listed in the area's
3059 telephone directories under Contractor's name in the White Pages, available through an online search, and
3060 listed on the Contractor's website.

3061 24.02 Contractor shall record and catalog all Customer email addresses alongside Customer
3062 names and mailing addresses, such that Contractor can more easily and quickly send out updates and
3063 announcements as needed. Contractor shall cooperate with City to send out via email any service-related
3064 updates and announcements City may deem necessary.

3065 **Article 25. Quality of Performance of Contractor**

3066 25.01 Intent. Contractor acknowledges and agrees that one of City's primary goals in entering
3067 into this Agreement is to ensure that the Solid Waste Collection is of the highest caliber, that Service Recipient
3068 satisfaction remains at the highest level, that maximum Diversion levels are achieved, and that materials
3069 Collected are put to the highest and best use to the maximum extent possible.

3070 25.02 Administrative Charges and Penalties. Quality performance by the Contractor is of primary
3071 importance. In acknowledgement of this, Contractor agrees to pay City Administrative Charges and Penalties
3072 as detailed in Exhibit 5 should Contractor fail to meet its responsibilities under this Agreement. Should
3073 Contractor be in breach of the requirements set forth in this Agreement, it is mutually understood and agreed
3074 that the public will necessarily suffer damages and that such damages, from the nature of the default in
3075 performance, will be extremely difficult and impractical to fix. City finds, and the Contractor agrees, that as of
3076 the time of the execution of this Agreement, it is impractical, if not impossible, to reasonably ascertain the
3077 extent of damages which will be incurred by City as a result of a breach by Contractor of its obligations under
3078 this Agreement. The factors relating to the impracticability of ascertaining damages include, but are not limited
3079 to, the fact that: (i) substantial damage results to members of the public who are denied services or denied
3080 quality or reliable service; (ii) such breaches cause inconvenience, anxiety, frustration, and deprivation of the
3081 benefits of this Agreement to individual members of the general public for whose benefit this Agreement
3082 exists, in subjective ways and in varying degrees of intensity which are incapable of measurement in precise
3083 monetary terms; (iii) services might be available at substantially lower costs than alternative services, and the
3084 monetary loss resulting from denial of services or denial of quality or reliable services is impossible to
3085 calculate in precise monetary terms; and (iv) the termination of this Agreement for such breaches, and other
3086 remedies are, at best, a means of future correction and not remedies which make the public whole for past
3087 breaches.

3088 25.03 Procedure for Review of Administrative Charges. The Agreement Administrator may
3089 assess Administrative Charges and Penalties as specified in Exhibit 5 pursuant to this Agreement quarterly.
3090 At the end of each Quarter during the Term of this Agreement, the Agreement Administrator will issue a

3091 written notice to Contractor (“Notice of Assessment”) of the Administrative Charges and Penalties assessed
3092 and the basis for each assessment.

3093 25.03.1 The assessment will become final unless, within ten (10) calendar days of the date
3094 of the notice of assessment, Contractor provides a written request for a meeting with the City Manager to
3095 present evidence that the assessment should not be made.

3096 25.03.2 The Agreement Administrator will schedule a meeting between Contractor and the
3097 City Manager as soon as reasonably possible after timely receipt of Contractor’s request.

3098 25.03.3 The City Manager will review Contractor’s evidence and render a decision
3099 sustaining or reversing the Administrative Charges and Penalties as soon as reasonably possible after the
3100 meeting. Written notice of the decision will be final.

3101 25.03.4 City’s assessment or collection of Administrative Charges and Penalties will not
3102 prevent City from exercising any other right or remedy, including the right to terminate this Agreement, for
3103 Contractor’s failure to perform the work and services in the manner set forth in this Agreement.

3104 25.04 Uncontrollable Circumstances.

3105 25.04.1 If either party is prevented from or delayed in performing its duties under this
3106 Agreement by circumstances beyond its control, whether or not foreseeable, including, without limitation,
3107 acts of terrorism, landslides, lightning, forest fires, storms, floods, severe weather, freezing, earthquakes,
3108 other natural or man-made disasters, the threat of such natural or man-made disasters, pandemics (or threat
3109 of same), quarantines, civil disturbances, acts of the public enemy, wars, blockades, public riots, strikes,
3110 lockouts or other labor disturbances, acts of government or governmental restraint, or other causes, whether
3111 of the kind enumerated or otherwise, that are not reasonably within the control of the affected party, then the
3112 affected party will be excused from performance hereunder during the period of such disability.

3113 25.04.2 The party claiming excuse from performance must promptly notify the other party
3114 when it learns of the existence of such cause, including the facts constituting such cause, and when such
3115 cause has terminated.

3116 25.04.3 The interruption or discontinuance of services by a party caused by circumstances
3117 outside of its control will not constitute a default under this Agreement.

3118 **Article 26. Performance Bond**

3119 26.01 Performance Bond. Within ten (10) Business Days from the date the City Council approves
3120 this Agreement, Contractor must furnish to City, and keep current, a performance bond, or irrevocable letter
3121 of credit (hereinafter collectively “Performance Bond”), issued or drawn upon a surety, bank, or financial
3122 institution reasonably acceptable to City and in a form acceptable to the City Attorney, for the faithful
3123 performance of this Agreement and all obligations arising hereunder in an amount as follows:

3124 26.01.1 From July 1, 2025, and so long as this Agreement or any extension thereof remains
3125 in force, Contractor must maintain a performance bond in the amount of one million dollars (\$1,000,000).

3126 26.01.1.1 The performance bond must be executed by a surety company
3127 licensed to do business in the State of California; having an "A-" or better rating by A. M. Best or Standard
3128 and Poor's; and included on the list of surety companies approved by the Treasurer of the United States.

3129 26.01.1.2 In the event City draws on the bond, all of City's costs of collection
3130 and enforcement of the Bond, including reasonable attorney's fees and costs, must be paid by Contractor.

3131 26.01.1.3 The Performance Bond must be renewed annually for the entire
3132 Term of the Agreement, and evidence must be provided to City annually.

3133 26.01.1.4 In the event Contractor shall for any reason (except as otherwise
3134 provided in this Agreement) become unable, or fail in any way, to perform as required by this Agreement,
3135 City may declare a portion or all of the Performance Bond, as may be necessary to recompense and make
3136 whole the City, forfeited to the City. Upon partial or full forfeiture of the Performance Bond, Contractor shall
3137 restore the Performance Bond to its original amount within thirty (30) days of the City's notice to do so.
3138 Failure to restore the Performance to its full amount within thirty (30) days shall be a material breach of this
3139 Agreement.

3140 Article 27. Insurance

3141 27.01 Insurance Policies. Contractor must secure and maintain, throughout the Term of this
3142 Agreement, insurance against claims for injuries to persons or damages to property which may arise from or
3143 in connection with Contractor's performance of work or services under this Contract. Contractor's
3144 performance of work or services includes performance by Contractor's employees, agents, representatives,
3145 and subcontractors.

3146 27.02 Minimum Insurance Requirements.

3147 27.02.1 General Liability Insurance. Contractor shall maintain commercial general liability
3148 insurance with coverage at least as broad as Insurance Services Office Form CG 00 01, in an amount not
3149 less than \$5,000,000 per occurrence, \$10,000,000 general aggregate, for bodily injury, personal injury, and
3150 property damage. The policy must include contractual liability that has not been amended. Any endorsement
3151 restricting standard ISO "insured contract" language will not be accepted.

3152 27.02.2 Automobile Liability Insurance. Contractor shall maintain automobile insurance at
3153 least as broad as Insurance Services Office Form CA 00 01, covering bodily injury and property damages
3154 for all activities of the Contractor arising out of or in connection with Work to be performed under this
3155 Agreement, including any owned, hired, non-owned, or rented vehicles, in an amount not less than
3156 \$10,000,000 combined single limit for each accident.

3157 27.02.3 Umbrella or Excess Liability Insurance. Contractor shall obtain and maintain an
3158 umbrella liability insurance policy with limits that will provide bodily injury, personal injury, and property
3159 damage liability coverage, including commercial general liability, automobile liability, and employer's liability.
3160 Such policy or policies shall include the following terms and conditions:

- 3161 • A drop-down feature requiring the policy to respond if any primary insurance that
- 3162 would otherwise have applied proves to be uncollectible in whole or in part for any
- 3163 reason, other than bankruptcy or insolvency of said primary insurer.
- 3164 • "Pay on behalf of" as opposed to "reimbursement".
- 3165 • Concurrency of effective dates with primary policies.

3166 Should Contractor obtain and maintain an excess liability policy, such policy shall be excess over
3167 commercial general liability, automobile liability, and employer's liability policies. Such policy or policies
3168 shall include wording that the excess liability policy follows the terms and conditions of the underlying
3169 policies.

3170 27.02.4 Workers' Compensation and Employers Liability: Contractor shall obtain and
3171 maintain Workers' Compensation insurance with limits as required by the California Labor Code, and
3172 Employers Liability insurance with limits of \$5,000,000 per accident. Contractor shall submit to City, along
3173 with the certificate of insurance, a Waiver of Subrogation endorsement in favor of Agency, its officers, agents,
3174 employees, and volunteers.

3175 27.02.5 Environmental Pollution Liability: Pollution legal liability insurance coverage shall be
3176 in an amount no less than Ten Million Dollars (\$10,000,000) per claim and in the aggregate. Coverage shall
3177 be extended a minimum of three (3) years beyond the Term of the Agreement, and such insurance shall
3178 contain all standard extensions customary for such policy and shall cover prior acts.

3179 27.02.6 Cyber Liability Insurance. Contractor shall maintain either an endorsement to its
3180 general liability policy, or a separate policy of insurance covering cyber liability. Said coverage shall be in
3181 the amount of not less than Five Million Dollars (\$5,000,000) per occurrence and Ten Million Dollars
3182 (\$10,000,000) in the aggregate.

3183 27.03 Insurance Provisions/Requirements.

3184 27.03.1 Additional Insured Status. General liability, automobile liability, and umbrella/excess
3185 liability insurance policies shall provide or be endorsed to provide that City and its officers, officials,
3186 employees, agents, and volunteers shall be additional insureds under such policies.

3187 27.03.2 Requirements not limiting. Requirements of specific coverage features or limits
3188 contained in this Section are not intended as a limitation on coverage, limits, or other requirements, or a
3189 waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature
3190 is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured
3191 to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Contractor maintains

3192 higher limits than the minimum shown above, the City requires and shall be entitled to coverage for the
3193 higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified
3194 minimum limits of insurance and coverage shall be available to the City.

3195 27.03.3 Self-Insured Retentions. Any self-insured retentions must be declared to and
3196 approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or
3197 replaced by a deductible, or require proof of ability to pay losses and related investigations, claim
3198 administration, and defense expenses within the retention through confirmation from the underwriter.

3199 27.03.4 Primary/Non-Contributing. Coverage provided by Contractor shall be primary, and
3200 any insurance or self-insurance procured or maintained by City shall not be required to contribute with it.
3201 The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess
3202 insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such
3203 coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's
3204 own insurance or self-insurance shall be called upon to protect it as a named insured.

3205 27.03.5 Proof of Insurance. Contractor shall provide certificates of insurance and required
3206 endorsements to City as evidence of the insurance coverage required herein. Insurance certificates and
3207 endorsements must be approved by City's Risk Manager prior to commencement of performance. Current
3208 certification of insurance shall be kept on file with City for the Agreement period and any additional length of
3209 time required thereafter. City reserves the right to require complete, certified copies of all required insurance
3210 policies at any time.

3211 27.03.6 Duration of Coverage. Contractor shall procure and maintain for the Agreement
3212 period, and any additional length of time required thereafter, insurance against claims for injuries to persons
3213 or damages to property, or financial loss which may arise from or in connection with the performance of the
3214 Work hereunder by Contractor, their agents, representatives, employees, or subcontractors.

3215 27.03.7 City's Rights of Enforcement. In the event any policy of insurance required under
3216 this Agreement does not comply with these specifications or is canceled and not replaced, City has the right
3217 but not the duty to obtain the insurance it deems necessary, and any premium paid by City will be promptly
3218 reimbursed by Contractor or City will withhold amounts sufficient to pay premium from Contractor payments.
3219 In the alternative, City may cancel this Agreement.

3220 27.03.8 Acceptable Insurers. All insurance policies shall be issued by an insurance
3221 company that is currently authorized by the Insurance Commissioner to transact business of insurance or
3222 that is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders'
3223 Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition
3224 of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

3225 27.03.9 Waiver of Subrogation. All insurance coverage maintained or procured pursuant to
3226 this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents,
3227 officials, employees, and volunteers, or shall specifically allow Contractor or others providing insurance
3228 evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor

3229 hereby waives its own right of recovery against City and shall require similar written express waivers and
3230 insurance clauses from each of its subcontractors.

3231 27.03.10 Enforcement of Contract Provisions (Non-Estoppel). Contractor acknowledges
3232 and agrees that any actual or alleged failure on the part of the City to inform Contractor of non-compliance
3233 with any requirement imposes no additional obligations on the City, nor does it waive any rights hereunder.

3234 27.03.11 Notice of Cancellation. Contractor agrees to oblige its insurance agent or broker
3235 and insurers to provide the City with a thirty (30) day notice of cancellation (except for nonpayment for which
3236 a ten (10) day notice is required) or nonrenewal of coverage for each required coverage. If any of the
3237 Contractor's insurers are unwilling to provide such notice, then Contractor shall have the responsibility of
3238 notifying the City immediately in the event of Contractor's failure to renew any of the required insurance
3239 coverages or in the event of insurer's cancellation or non-renewal.

3240 27.03.12 Prohibition of Undisclosed Coverage Limitations. None of the coverages required
3241 herein will be in compliance with these requirements if they include any limiting endorsement of any kind
3242 that has not been first submitted to City and approved of by the City in writing.

3243 27.03.13 Separation of Insureds. A severability of interests provision must apply for all
3244 additional insureds, ensuring that Contractor's insurance shall apply separately to each insured against
3245 whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies)
3246 shall not contain any cross-liability exclusions.

3247 27.03.14 Pass-Through Clause. Contractor agrees to ensure that its subconsultants,
3248 subcontractors, and any other parties who are brought onto or involved in the project/service by Contractor
3249 (hereinafter collectively "subcontractor") provide the same minimum insurance coverage and endorsements
3250 required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all
3251 responsibility for ensuring that such coverage is provided in conformity with the requirements of this Section.
3252 However, in the event Contractor's subcontractor cannot comply with this requirement, which proof must be
3253 submitted to the City, Contractor shall be required to ensure that its subcontractor provide and maintain
3254 insurance coverage and endorsements sufficient to the specific risk of exposure involved with
3255 subcontractor's scope of work and services, with limits less than required of the Contractor, but in all other
3256 terms consistent with the Contractor's requirements under this agreement. This provision does not relieve
3257 the Contractor of its contractual obligations under the agreement and/or limit its liability to the amount of
3258 insurance coverage provided by its subcontractors. This provision is intended solely to provide Contractor
3259 with the ability to utilize a subcontractor who may be otherwise qualified to perform the work or services but
3260 may not carry the same insurance limits as required of the Contractor under this agreement given the limited
3261 scope of work or services provided by the subcontractor. Contractor agrees that upon request, all
3262 agreements with subcontractors, and others engaged in the project, will be submitted to City for review.

3263 27.03.15 City's Rights to Revise Specifications. The City reserves the right at any time
3264 during the Term of the Agreement to change the amounts and types of insurance required by giving the
3265 Contractor ninety (90) days advance written notice of such change. If such change results in substantial
3266 additional cost to the Contractor, the City and Contractor may renegotiate Contractor's compensation.

3267 27.03.16 Timely Notice of Claims. Contractor shall give City prompt and timely notice of
3268 claims made or suits instituted that arise out of or result from Contractor's performance under this
3269 Agreement, and that involve or may involve coverage under any of the required liability policies.

3270 27.03.17 Additional Insurance. Contractor shall also procure and maintain, at its own cost
3271 and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper
3272 protection and prosecution of the Work.

3273 Proof of insurance must be emailed to the Agreement Administrator, and must also be mailed to the
3274 following address, or any subsequent address as may be directed by the City.

3275 City of Sebastopol
3276 City Manager's Office
3277 7120 Bodega Avenue
3278 Sebastopol, CA 95472

3279 27.04 Subcontractors. Contractor must include all subcontractors performing services in the City
3280 as insureds under its policies, or subcontractors must obtain separate certificates and endorsements.

3281 27.05 Modification of Insurance Requirements. The insurance requirements provided in this
3282 Agreement may be modified or waived by City's risk manager, in writing, upon the request of Contractor, if
3283 City's risk manager determines such modification or waiver is in the best interest of City, considering all
3284 relevant factors, including exposure to City.

3285 27.06 Rights of Subrogation. All required insurance policies must preclude any insurer's rights of
3286 recovery or subrogation against City with respect to matters related to Contractor's performance of its
3287 obligations under the applicable policies or this Agreement, with the express intention of the parties being
3288 that the required insurance coverage protects both parties as the primary coverage for any and all losses
3289 covered by the above-described insurance. Contractor must ensure that any companies issuing insurance to
3290 cover the requirements contained in this Agreement agree that they will have no recourse against City for
3291 payment or assessments in any form on any policy of insurance. The clauses 'Other Insurance Provisions'
3292 and 'Insured Duties in the Event of an Occurrence, Claim or Suit' as it appears in any policy of insurance in
3293 which City is named as an additional insured will not apply to City.

3294 27.07 Failure to maintain insurance. Should Contractor fail to obtain or maintain insurance as
3295 required by this Agreement, Contractor shall have seven (7) days to cure the defect, during which time
3296 City shall have the option, but not the obligation to, at Contractor's sole expense: (i) hire replacement waste
3297 hauler services to perform Contractor's tasks until insurance coverage is resumed; or (ii) obtain replacement
3298 insurance coverage during said cure period. Should Contractor fail to correct this defect, City shall have the
3299 option to terminate this Agreement immediately.

3300 27.08 Required Endorsements.

3301 27.08.1 The Workers' Compensation policy shall contain an endorsement in substantially
3302 the following form:

3303 1. "Thirty (30) days' prior written notice shall be given to the City of Sebastopol in the event
 3304 of cancellation, reduction in coverage, or non-renewal of this policy. Such notice shall
 3305 be sent to:
 3306 City Manager
 3307 City of Sebastopol
 3308 7120 Bodega Avenue
 3309 Sebastopol, CA 95472

3310 27.08.2 The Commercial General Liability Business and Automobile Liability policies shall
 3311 contain endorsements in substantially the following form:

3312 1. "Thirty (30) days' prior written notice shall be given to the City of Sebastopol in the event
 3313 of cancellation, reduction in coverage, or non-renewal of this policy. Such notice shall
 3314 be sent to:
 3315 City Manager
 3316 City of Sebastopol
 3317 7120 Bodega Avenue
 3318 Sebastopol, CA 95472"

3319 2. "This policy shall be considered primary insurance as respects any other valid and
 3320 collectible insurance maintained by the City of Sebastopol, including any self-insured
 3321 retention or program of self-insurance, and any other such insurance shall be
 3322 considered excess insurance only."

3323 3. "Inclusion of the City of Sebastopol as an insured shall not affect the City's rights as
 3324 respects any claim, demand, suit or judgment brought or recovered against the
 3325 Contractor. This policy shall protect Contractor and the City in the same manner as
 3326 though a separate policy had been issued to each, but this shall not operate to increase
 3327 the Contractor's liability as set forth in the policy beyond the amount shown or to which
 3328 the Contractor would have been liable if only one party had been named as an insured."

3329 **Article 28. Hold Harmless and Indemnification**

3330 28.01 Defense and Indemnity for Contractor's Liabilities and Damages. Contractor shall
 3331 indemnify, defend with counsel approved by the City, and hold City, its elected and appointed officials,
 3332 officers, agents, employees, and volunteers (collectively "City Indemnitees") harmless from and against any
 3333 and all of Contractor's liabilities, including but not limited to all claims, demands, lawsuits, judgments,
 3334 damages, losses, injuries, expenses, and/or costs (including without limitation reasonable legal counsel fees,
 3335 expert fees, and all other costs and fees of litigation) of every nature arising out of, brought, or claimed against
 3336 Contractor by, or otherwise owed by Contractor to, Contractor's employees, Contractor's contractors or
 3337 subcontractors, or the owners of Contractor's firm.

3338 28.02 Defense and Indemnity of Third-Party Claims/Liability. Contractor shall indemnify, defend
 3339 with legal counsel approved by City, and hold harmless City Indemnitees from and against any and all

3340 liabilities, including but not limited to all claims, demands, lawsuits, judgments, damages, losses, injuries,
3341 expenses, and/or costs (including without limitation reasonable legal counsel fees, expert fees, and all other
3342 costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of
3343 work hereunder or its failure to comply with any of its obligations contained in the Agreement, except to the
3344 extent such loss or damage is caused by the gross negligence or willful misconduct of City. Should conflict of
3345 interest principles preclude a single legal counsel from representing both City and Contractor, or should City
3346 otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse City its costs of
3347 defense, including without limitation reasonable legal counsel fees, expert fees, and all other costs and fees
3348 of litigation. The Contractor shall promptly pay City any final judgment rendered against City (and its officers,
3349 officials, employees, and volunteers) with respect to any liabilities or claims covered by this Section. It is
3350 expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as
3351 is permitted by the law of the State of California and will survive termination of this Agreement.

3352 28.02.1 Contractor's obligations under this Section apply regardless of whether or not such
3353 claim, charge, damage, demand, lawsuit, action, proceeding, damage, loss, injury, stop notice, expense,
3354 cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an
3355 Indemnitee. However, without affecting the rights of City under any provision of this Agreement, Contractor
3356 shall not be required to indemnify and hold harmless City for liability attributable to the gross negligence or
3357 willful misconduct of City, provided such gross negligence or willful misconduct is determined by agreement
3358 between the parties or by findings of a court of competent jurisdiction. In instances where City is shown to
3359 have acted with gross negligence or willful misconduct and where such action accounts for only a percentage
3360 of the liability involved, the obligation of the Contractor will be for that entire portion or percentage of liability
3361 not attributable to the gross negligence or willful misconduct of City.

3362 28.03 Nonwaiver. City does not waive, nor shall be deemed to have waived, any indemnity,
3363 defense or hold harmless rights under this Section because of the acceptance by City, or the deposit with
3364 City, of any insurance certificates or policies described in Article 27.

3365 28.04 Diversion Indemnification. Subject to the requirements of Public Resources Code Section
3366 40059.1, which will control in the event of any conflict with the provisions of this Section, Contractor agrees
3367 to protect and defend City Indemnitees with counsel selected by Contractor and approved by City, to pay all
3368 attorneys' fees, and to indemnify, defend, and hold City Indemnitees harmless from and against all fines or
3369 penalties imposed by the California Integrated Waste Management Board if the Diversion goals specified in
3370 California Public Resources Code Section 41780, as it may be amended, are not met by City with respect to
3371 the Materials Collected by Contractor and if the lack in meeting such goals is attributable to the failure of
3372 Contractor to implement and operate the Recycling or Diversion programs or undertake the related activities
3373 required by this Agreement. In the event CalRecycle provides an administrative process to challenge the
3374 imposition of a compliance order or a fine or fines, Contractor will be responsible for engaging any consultants
3375 or attorneys necessary to represent City in any challenge. Contractor will be responsible for the retention of
3376 and payment to any consultants engaged to perform waste generation studies (Diversion and Disposal). All
3377 consultants and attorneys engaged hereunder are subject to the agreement of City and Contractor.

3378 28.05 Hazardous Substances Indemnification. Contractor agrees to indemnify, defend (with
3379 counsel reasonably approved by City), protect, and hold harmless the City Indemnitees from and against any

3380 and all claims of any kind whatsoever paid, suffered, or incurred by or against the City Indemnitees resulting
3381 from any repair, clean-up, removal action, or response action undertaken pursuant to CERCLA, the Health &
3382 Safety Code, or other similar Federal, State, or local law or regulation, with respect to Solid Waste or
3383 Household Hazardous Waste Collected and Disposed of by Contractor. The foregoing indemnity is intended
3384 to operate as an agreement pursuant to Section 10(e) of CERCLA and Section 25364 of the Health & Safety
3385 Code to defend, protect, hold harmless, and indemnify the City Indemnitees from all forms of liability under
3386 CERCLA, the Health & Safety Code, or other similar Federal, State, or local law or regulation.

3387 28.06 Proposition 218 Release. City intends to comply with all Applicable Law concerning the
3388 Maximum Service Rates provided under this Agreement. Upon thorough analysis, the parties have made a
3389 good faith determination that the Maximum Service Rates for the Solid Waste Collection provided under this
3390 Agreement are not subject to California Constitution Articles XIIC and XIID because, among other reasons,
3391 such services are provided by a private corporation and not by City, Contractor independently establishes the
3392 rates for services within the limits established in this Agreement, the receipt of services is voluntary and not
3393 required of any property within City, and any owner or Service Recipient of property within City has the
3394 opportunity to avoid the services available under this Agreement either through Self-Hauling or use of property
3395 in such a manner that Solid Waste is not generated. Accordingly, in the event that a third party challenges
3396 the Maximum Service Rates as being in violation of Article XIIC or XIID of the California Constitution, or
3397 otherwise asserts that the Maximum Service Rates are an invalid tax, assessment, or fee, Contractor agrees
3398 to waive, release, and hold harmless the City Indemnitees from and against any and all claims Contractor
3399 may have against the City Indemnitees resulting therefrom, and to indemnify and defend City indemnitees,
3400 with legal counsel reasonably acceptable to City, from any third-party claim, suit, or other action, whether
3401 administrative, legal, or equitable, challenging the Maximum Service Rates authorized under this Agreement
3402 or as being in violation of Article XIIC or XIID of the California Constitution, or otherwise asserting that the
3403 Maximum Service Rate are an invalid tax, assessment, or fee. This Section will survive the expiration or
3404 termination of this Agreement for claims arising prior to the expiration or termination of this Agreement.

3405 28.07 Employment & Labor Practices. Contractor shall indemnify, defend, and hold harmless City
3406 Indemnitees, from any and all liability, damages, claims, costs, and expenses of any nature to the extent
3407 arising from Contractor's personnel and labor practices, including failure to pay and comply with state or
3408 federal prevailing wage laws which should such be applicable to Contractor's personnel or labor practices or
3409 to one or more of the services it provides pursuant to the Agreement. All duties of Contractor under this
3410 paragraph shall survive termination of this Agreement.

3411 28.08 Consideration. It is specifically understood and agreed that the consideration inuring to
3412 Contractor for the execution of this Agreement consists of the promises, payments, covenants, rights, and
3413 responsibilities contained in this Agreement.

3414 28.09 Obligation. This Agreement obligates Contractor to comply with the foregoing
3415 indemnification and release provisions; however, the collateral obligation of providing insurance must also be
3416 complied with as set forth in this Agreement. The provision of insurance and the coverage limits therein shall
3417 not in any way be a limitation on Contractor's indemnification and defense obligations.

3418 28.10 Subcontractors. Contractor must require all subcontractors performing work in the City to
3419 enter into a contract containing the provisions set forth in Article 27, and in which contract the subcontractor
3420 fully indemnifies City in accordance with this Agreement.

3421 28.11 Exception. Notwithstanding other provisions of this Agreement, Contractor's obligation to
3422 indemnify, hold harmless, and defend City, its officers, and its employees will not extend to any loss, liability,
3423 penalty, damage, action, or suit arising or resulting solely from acts constituting active negligence, willful
3424 misconduct, or violation of law on the part of City, its officers, or its employees.

3425 28.12 Damage by Contractor. If Contractor's employees or subcontractors cause any injury,
3426 damage, or loss to City property, including but not limited to City streets or curbs, excluding normal wear and
3427 tear, Contractor must reimburse City for City's cost of repairing or replacing such injury, damage, or loss.
3428 Such reimbursement is not in derogation of any right of City to be indemnified by Contractor for any such
3429 injury, damage, or loss. With the prior written approval of City, Contractor may repair the damage at
3430 Contractor's sole cost and expense. Any injury, damage, or loss to private property caused by the negligent
3431 or willful acts or omissions of Contractor to private property must be repaired or replaced by Contractor at
3432 Contractor's sole expense. Disputes between Contractor and its Service Recipients or private property
3433 owners as to damage to private property are civil matters, and complaints of damage will be referred to
3434 Contractor as a matter within its sole responsibility and as a matter within the scope of this Article.

3435 **Article 29. Default of Agreement**

3436 29.01 Termination. City may cancel this Agreement, except as otherwise provided below in this
3437 Section, by giving Contractor thirty (30) calendar days advance written notice, to be served as provided in
3438 this Agreement, upon the happening of any one of the following events:

3439 29.01.1 Contractor takes the benefit of any present or future insolvency statute; makes a
3440 general assignment for the benefit of creditors; files a voluntary petition in bankruptcy (court); files a petition
3441 or answer seeking an arrangement for its reorganization or the readjustment of its indebtedness under the
3442 Federal bankruptcy laws or under any other law or statute of the United States or any State thereof; or
3443 consents to the appointment of a receiver, trustee or liquidator of all or substantially all of its property; or

3444 29.01.2 By order or decree of a court, Contractor is adjudged bankrupt or an order is made
3445 approving a petition filed by any of its creditors or by any of the stockholders of Contractor, seeking its
3446 reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any law
3447 or statute of the United States or of any State thereof, provided that if any such judgment or order is stayed
3448 or vacated within sixty (60) calendar days after the entry thereof, any notice of default will be and become
3449 null, void, and of no effect, unless such stayed judgment or order is reinstated, in which case such default
3450 will be deemed immediate; or

3451 29.01.3 By, pursuant to, or under the authority of any legislative act, resolution, or rule or
3452 any order or decree of any court or governmental board, agency, or officer having jurisdiction, a receiver,
3453 trustee, or liquidator takes possession or control of all or substantially all of the property of Contractor, and
3454 such possession or control continues in effect for a period of sixty (60) calendar days; or

3455 29.01.4 Contractor has defaulted, by failing or refusing to pay in a timely manner the
3456 Administrative Charges and Penalties or any other fees and monies due City under this Agreement, and
3457 such default is not cured within thirty (30) calendar days of receipt of written notice by City to do so; or

3458 29.01.5 Contractor has defaulted by allowing any final judgment for the payment of money
3459 owed to City to stand against it unsatisfied and such default is not cured within thirty (30) calendar days of
3460 receipt of written notice by City to do so; or

3461 29.01.6 In the event that the monies due City is the subject of a judicial proceeding,
3462 Contractor will not be in default if the sum of money is bonded. All bonds must be in the form acceptable to
3463 the City Attorney; or

3464 29.01.7 Contractor has defaulted, by failing or refusing to perform or observe any of the
3465 terms, conditions, or covenants in this Agreement, including, but not limited to, the maintenance of a
3466 performance bond in accordance with Article 26, or any of the rules and regulations promulgated by City
3467 pursuant thereto, or has wrongfully failed or refused to comply with the instructions of the Agreement
3468 Administrator relative thereto, and such default is not cured within thirty (30) calendar days of receipt of
3469 written notice by City to do so, or if by reason of the nature of such default, the same cannot be remedied
3470 within thirty (30) calendar days following receipt by Contractor of written demand from City to do so,
3471 Contractor fails to commence the remedy of such default within such thirty (30) calendar days following such
3472 written notice or having so commenced fails thereafter to continue with diligence the curing thereof (with
3473 Contractor having the burden of proof to demonstrate (a) that the default cannot be cured within thirty (30)
3474 calendar days, and (b) that it is proceeding with diligence to cure such default, and such default will be cured
3475 within a reasonable period of time). However, notwithstanding anything contained herein to the contrary, for
3476 the failure of Contractor to provide Solid Waste Collection for a period of three (3) consecutive Workdays,
3477 City may secure Contractor's records on the fourth (4th) Workday in order to provide interim Solid Waste
3478 Collection until such time as the matter is resolved and Contractor is again able to perform pursuant to this
3479 Agreement; provided, however, if Contractor is unable for any reason or cause to resume performance at
3480 the end of thirty (30) calendar days, all liability of City under this Agreement to Contractor will cease and this
3481 Agreement may be terminated by City.

3482 29.02 Violations. Notwithstanding the foregoing and as supplemental and additional means of
3483 termination of this Agreement under this Article, in the event that Contractor's record of performance shows
3484 that Contractor has defaulted in the performance of any of the covenants and conditions required herein to
3485 be kept and performed by Contractor three (3) or more times in any twenty-four (24) month period, and
3486 regardless of whether the Contractor has corrected each individual condition of default, Contractor will be
3487 deemed a "habitual violator", will be deemed to have waived the right to any further notice or grace period to
3488 correct, and all such defaults will be considered cumulative and collectively will constitute a condition of
3489 irredeemable default. City may thereupon issue Contractor a final warning citing the circumstances under
3490 which Contractor has become a "habitual violator" pursuant to this Section, and any single default by
3491 Contractor of whatever nature, subsequent to the occurrence of the last of such cumulative defaults, will be
3492 grounds for immediate termination of the Agreement. In the event of any such subsequent default, City may
3493 terminate this Agreement upon giving of written final notice to Contractor, such cancellation to be effective
3494 upon the date specified in City's written notice to Contractor, and all contractual fees due hereunder plus any

3495 and all charges and interest will be payable to such date, and Contractor will have no further rights hereunder.
3496 Immediately upon the specified date in such final notice, Contractor must cease any further performance
3497 under this Agreement.

3498 29.03 Effective Date of Termination. In the event of any of the events specified above, and except
3499 as otherwise provided in such subsections, termination will be effective upon the date specified in City's
3500 written notice to Contractor, and upon such date this Agreement will be deemed immediately terminated and
3501 upon such termination, except for payment of services rendered up to and including the date of termination,
3502 all liability of City under this Agreement to Contractor will cease, and City will have the right to call the
3503 performance bond and will be free to negotiate with other contractors for the operation of interim and long-
3504 term Collection Service. Contractor must reimburse City for all direct and indirect costs of providing any interim
3505 Solid Waste Collection as a result of Contractor's default in this Agreement.

3506 29.04 Termination Cumulative. City's right to terminate this Agreement is cumulative to any other
3507 rights and remedies provided by law or by this Agreement.

3508 29.05 Alternative Service. Should Contractor, for any reason, except the occurrence or existence
3509 of any of the events or conditions set forth in Section 25.04 (Uncontrollable Circumstances), refuse or be
3510 unable for a period of more than forty-eight (48) hours to Collect a material portion or all of the Solid Waste
3511 which it is obligated under this Agreement to Collect, and as a result, Solid Waste should accumulate in City
3512 to such an extent, in such a manner, or for such a time that the City Manager, in the reasonable exercise of
3513 the City Manager's discretion, should find that such accumulation endangers or menaces the public health,
3514 safety, or welfare, then City will have the right to contract with another Solid Waste enterprise to Collect any
3515 or all Solid Waste which Contractor is obligated to Collect pursuant to this Contract. City must provide twenty-
3516 four (24) hours prior written notice to Contractor during the period of such event, before contracting with
3517 another Solid Waste enterprise to Collect any or all Solid Waste that Contractor would otherwise Collect
3518 pursuant to this Agreement for the duration of period during which Contractor is unable to provide such
3519 services. In such event, Contractor must undertake commercially reasonable efforts to identify sources from
3520 which such substitute Solid Waste services are immediately available and must reimburse City for all of its
3521 expenses for such substitute services during period in which Contractor is unable to provide Solid Waste
3522 Collection required by this Agreement.

3523 29.06 Survival of Certain Contractor Obligations. Notwithstanding the termination of this
3524 Agreement by Contractor or City, Contractor's obligation to indemnify, defend, and hold City and City
3525 Indemnitees harmless as provided in this Agreement shall survive any termination of this Agreement.
3526 Notwithstanding the termination of this Agreement by Contractor or City, such act shall not automatically
3527 invalidate or cancel any insurance policy, letter of credit, performance bond, or similar instruments provided
3528 by Contractor under this Agreement, and such policies, letters of credit, performance bonds, and other
3529 instruments shall remain in full force and effect for one (1) full year after termination.

3530 **Article 30. Modifications to the Agreement**

3531 30.01 City-Directed Change. City has the power to make changes in this Agreement to impose
3532 new rules and regulations on Contractor under this Agreement relative to the scope and methods of providing

3573 through final and binding arbitration. Parties shall have no right appeal a final arbitration award except as
3574 provided for in California Code of Civil Procedure, Sections 1286.2 and 1286.6.

3575 31.02 Request for Arbitration. Either party may demand arbitration by sending a request in writing
3576 to the other party. Such request must be sent within thirty (30) days of a party's reasonable determination
3577 that the parties are unable to resolve a disputed matter.

3578 31.03 Selection of Arbitrator. Arbitration shall be conducted by a single arbitrator at a location
3579 within Sonoma County or at such location as the parties to the arbitration may mutually select. The arbitrator
3580 shall be an attorney, retired judge, or professional with significant prior experience in matters related to public
3581 contracts. If, within twenty (20) days from the receipt of a request to arbitrate (or such longer period mutually
3582 agreed to by the parties), the parties are unable to agree on an arbitrator, then a single neutral arbitrator shall
3583 be appointed pursuant to the Commercial Arbitration Rules of the American Arbitration Association or a similar
3584 rank and strike method employed by an arbitration company selected by the parties to provide case
3585 management and facilities for arbitration.

3586 31.04 Arbitration Rules. The Commercial Arbitration Rules of the American Arbitration
3587 Association shall govern any arbitration requested under this Article, unless the parties otherwise agree to
3588 use of alternative applicable rules.

3589 31.05 Legal Fees and Costs. The parties will initially pay one half of the costs of the arbitrator,
3590 including any case management fees charged. Upon a final decision, the prevailing party will be entitled to
3591 recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the
3592 prevailing party in the exercise of any of its rights or remedies under this Agreement or the enforcement of
3593 any of the terms, conditions, or provisions of this Agreement.

3594 **Article 32. Consent to Jurisdiction**

3595 32.01 Jurisdiction for Civil Litigation. The parties agree that any civil litigation between City and
3596 Contractor concerning or arising out of and permitted by this Agreement, and which is exempt from arbitration
3597 pursuant to Article 31, must be filed and maintained exclusively in the Superior Courts of Sonoma County,
3598 State of California, or in the United States District Court for the Northern District of California to the fullest
3599 extent permissible by law. Each party consents to service of process in any manner authorized by California
3600 law.

3601 **Article 33. Attorney's Fees**

3602 33.01 If civil litigation is brought by a party concerning or arising out of and permitted by this
3603 Agreement, the prevailing party will be entitled to recover from the opposing party all costs and expenses,
3604 including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or
3605 remedies under this Agreement or the enforcement of any of the terms, conditions, or provisions of this
3606 Agreement.

3607 **Article 34. Legal Representation**

3608 34.01 Acknowledgement. It is acknowledged that each party was, or had the opportunity to be,
3609 represented by counsel in the preparation of, and contributed equally to the terms and conditions of, this
3610 Agreement, and, accordingly, the rule that a contract will be interpreted strictly against the party preparing
3611 the same will not apply, due to the joint contributions of both parties.

3612 **Article 35. Conflict of Interest**

3613 35.01 Financial Interest. Contractor is unaware of any City employee or official that has a financial
3614 interest in Contractor's business. During the Term of this Agreement and/or as a result of being awarded this
3615 Agreement, Contractor shall not offer, encourage, or accept any financial interest in Contractor's business by
3616 any City employee or official.

3617 **Article 36. Contractor's Personnel**

3618 36.01 Displaced Employees. Contractor shall offer employment to all qualified displaced
3619 employees of the City's franchisee from the prior exclusive Solid Waste Collection Agreement at pay and
3620 benefit rates meeting or exceed prior amounts. Contractor shall make information about wage rates, benefits,
3621 and job classifications of employees available to the City prior to any subsequent procurement for Solid Waste
3622 Collection, no later than fifteen (days) following a request from the City for such information. Contractor shall
3623 additionally comply with all related requirements described in California Labor Code, Division 2, Part 3,
3624 Chapter 4.6, Section 1072(c)(1).

3625 36.02 Personnel Requirements. Contractor shall assign only qualified personnel to perform all
3626 services required under this Agreement and shall be responsible for ensuring its employees comply with this
3627 Agreement and all Applicable Laws related to their employment and position. Contractor's employees,
3628 officers, agents, and subcontractors shall not identify themselves or in any way represent themselves as
3629 being employees or officials of City. City may request the transfer of any employee of Contractor who
3630 materially violates any provision of this Agreement, or who is wanton, negligent, or discourteous in the
3631 performance of their duties under this Agreement.

3632 36.03 Agreement Manager. Contractor shall designate a qualified employee to serve as its
3633 Agreement Manager and must provide the name of that person in writing to City within thirty (30) days prior
3634 to the Commencement Date of this Agreement, and annually by January 1st of each subsequent Calendar
3635 Year of this Agreement, and any other time the person in that position changes. The Agreement Manager
3636 must be available to the City through the use of telecommunications equipment at all times that Contractor is
3637 providing Solid Waste Collection in the Service Area. The Contract Manager must provide City with an
3638 emergency phone number where the Contract Manager can be reached outside of normal business hours.

3639 36.04 Service Supervisor. Contractor shall assign a qualified employee to serve as its Service
3640 Supervisor, to be in charge of the Collection Service within the Service Area and must provide the name of
3641 that person in writing to the Agreement Administrator on or before the Commencement Date, and thereafter
3642 annually before January 1st of each subsequent Calendar Year of the Term, and any other time Contractor

3643 changes the employee serving in that position changes. The Service Supervisor must be physically located
3644 in the Service Area and available to the Agreement Administrator through the use of telecommunication
3645 equipment at all times that Contractor is providing Solid Waste Collection. In the event the Service Supervisor
3646 is unavailable due to illness or vacation, Contractor must designate a substitute acceptable to the City who
3647 shall be available and shall have the authority to act in the same capacity as the Service Supervisor.

3648 36.05 Key Operations Staff. Contractor shall identify Key Operations Staff, consisting at a
3649 minimum of: one (1) Operations Manager; one (1) Route Supervisor; one (1) Lead Mechanical Supervisor;
3650 and one (1) Service Recipient Service Supervisor 100% dedicated to the City. Each Key Operations Staff will
3651 provide the following to City Staff: email address, phone number, cell phone number, and office address.

3652 36.06 Sustainability/Compliance Staff. Contractor shall provide Sustainability/Compliance Staff,
3653 whose primary duties are dedicated to the City.

3654 36.07 Field Personnel. Contractor's field operations personnel are required to wear a clean
3655 uniform shirt bearing Contractor's name. Contractor's employees who normally come into direct contact with
3656 the public, including drivers, must bear some means of individual photographic identification, such as a name
3657 tag or identification card. Each driver of a Collection vehicle must at all times carry a valid California driver's
3658 license and all other required licenses for the type of vehicle that is being operated.

3659 36.08 Labor Certifications. Contractor certifies: (i) it is aware of the provisions of Section 3700 of
3660 the California Labor Code that require every employer to be insured against liability for Workers'
3661 Compensation or to undertake self-insurance in accordance with the provisions of that Code; (ii) in the
3662 performance of the Services, Contractor shall not, in any manner, employ any person or contract with any
3663 person such that any part of this Agreement is performed by such a person as would be subject to the workers'
3664 compensation laws of the State of California unless and until Contractor gives City a certificate of consent to
3665 self-insure or a certificate of Workers' Compensation Insurance Coverage; and (iii) in the event Contractor
3666 hires any subcontractor who has employees to perform any part thereof, then Contractor shall either require
3667 the subcontractor to obtain Workers' Compensation Insurance Coverage, or must obtain Workers'
3668 Compensation Insurance Coverage for the subcontractor's employees. Before commencing performance
3669 under this Agreement, Contractor shall provide to the City evidence of any Workers' Compensation Insurance
3670 Coverage required by or for this Agreement, and all such coverage shall be endorsed with a waiver of
3671 subrogation in favor of City for all work performed by Contractor, its employees, its agents, and its
3672 subcontractors.

3673 36.09 Subcontractors. Contractor shall not subcontract any portion of this Agreement without the
3674 prior written approval of the City Manager. Contractor is fully responsible to City for the performance of any
3675 and all subcontractors, if any, and shall require any subcontractors to maintain all applicable federal, state,
3676 and local licenses required for the work they are assigned to perform. Contractor shall require any
3677 subcontractors performing work in the City to enter into a written contract that requires such subcontractors
3678 to agree they are independent contractors and have no other agency relationship with City.

3679 **Article 37. Exempt Waste**

3680 37.01 Contractor is not required to Collect or Dispose of Exempt Waste but may offer such
3681 services. All such Collection and Disposal of Exempt Waste is not regulated under this Agreement, but if
3682 provided by Contractor must be in strict compliance with all Applicable Laws.

3683 **Article 38. Independent Contractor**

3684 38.01 In the performance of services pursuant to this Agreement, Contractor is an independent
3685 contractor and not an officer, agent, servant, or employee of City. Contractor will have exclusive control of
3686 the details of the services and work performed, and over all persons performing such services and work.
3687 Contractor is solely responsible for the acts and omissions of its officers, agents, employees, contractors, and
3688 subcontractors, if any. Neither Contractor nor its officers, employees, agents, contractors, or subcontractors
3689 will obtain any right to retirement benefits, Workers Compensation benefits, or any other benefits which
3690 accrued to City employees, and Contractor expressly waives any claim to such benefits.

3691 38.02 Subcontractors. Contractor will require all subcontractors performing work in the City to
3692 enter into a contract containing the provisions set forth in the preceding subsection, in which contract the
3693 subcontractor agrees that Contractor and subcontractor are independent contractors and have no other
3694 agency relationship with City.

3695 **Article 39. Laws to Govern**

3696 39.01 The laws of the State of California govern the rights, obligations, duties, and liabilities of
3697 City and Contractor under this Agreement, and governs the interpretation of this Agreement.

3698 **Article 40. Assignment**

3699 40.01 No assignment of this Agreement or any right occurring under this Agreement may be
3700 made in whole or in part by Contractor without the express prior written consent of the City. City will have full
3701 discretion to approve or deny, with or without cause, any proposed or actual assignment by the Contractor.
3702 Any assignment of this Agreement made by Contractor without the express written consent of the City will be
3703 null and void and will be grounds for City to declare a default of this Agreement and immediately terminate
3704 this Agreement by giving written notice to Contractor, and upon the date of such notice this Agreement will
3705 be deemed immediately terminated, and upon such termination all liability of City under this Agreement to
3706 Contractor will cease, and City will have the right to call the performance bond and will be free to negotiate
3707 with other contractors for the services that are the subject of this Agreement. In the event of any assignment
3708 approved by City, the assignee must fully assume all the liabilities of Contractor by way of an assignment and
3709 assumption agreement. The sale, assignment, transfer, or other disposition, on a cumulative basis, of
3710 twenty-five percent (25%) or more of the ownership interest in Contractor or twenty-five percent (25%) or
3711 more of the voting control of Contractor (whether Contractor is a corporation, limited liability company,
3712 partnership, joint venture or otherwise) shall constitute an assignment for purposes of this Agreement,
3713 requiring prior written consent of the City. Further, the involvement of Contractor or its assets in any
3714 transaction or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged

3715 buyout, or otherwise), whether or not a formal assignment of this Agreement, which reduces Contractor's
3716 assets or net worth by twenty-five percent (25%) or more, shall also constitute an assignment for purposes
3717 of this Agreement, also requiring prior written consent of the City. Upon notification to the City of any proposed
3718 assignment, Contractor shall provide to the City a payment of one hundred fifty thousand dollars (\$150,000)
3719 for the City to perform its due diligence related to the requested assignment.

3720 40.02 The use of a subcontractor to perform services under this Agreement will not constitute
3721 delegation of Contractor's duties if Contractor has received prior written authorization from the Agreement
3722 Administrator to subcontract such services and the Agreement Administrator has approved a subcontractor
3723 who will perform such services. Contractor will be responsible for directing the work of Contractor's
3724 subcontractors, and any compensation due or payable to Contractor's subcontractor will be the sole
3725 responsibility of Contractor. The Agreement Administrator will have the right to require the removal of any
3726 approved subcontractor for reasonable cause.

3727 **Article 41. Compliance with Laws**

3728 41.01 In the performance of this Contractor, Contractor must comply with all Applicable Laws,
3729 including, without limitation, the Sebastopol Municipal Code.

3730 41.02 City shall provide written notice to Contractor of any planned amendment of the Sebastopol
3731 Municipal Code that would substantially affect the performance of Contractor's services pursuant to this
3732 Agreement. Such notice must be provided at least thirty (30) calendar days prior to the City Council's approval
3733 of such an amendment.

3734 **Article 42. Permits and Licenses**

3735 42.01 Contractor shall obtain, at its own expense, all permits and licenses required by law or
3736 ordinance, and shall maintain same in full force and effect throughout the Term of this Agreement. Contractor
3737 must provide proof of such permits, licenses, or approvals and must demonstrate compliance with the terms
3738 and conditions of such permits, licenses, and approvals upon the request of the Agreement Administrator.

3739 42.02 The Contractor must procure and maintain a valid City Business License throughout the
3740 Term of the Agreement.

3741 **Article 43. Ownership of Written Materials**

3742 43.01 Contractor hereby grants City a non-exclusive license to all reports, documents, brochures,
3743 public education materials, and other similar written, printed, electronic, or photographic materials developed
3744 by Contractor at the request of City or as required under this Agreement and intended for public use, without
3745 limitation or restrictions on the use of such materials by City. Contractor may not use such materials that
3746 specifically reference City for other purposes without the prior written consent of the Agreement Administrator.
3747 This Article 43 does not apply to ideas or concepts described in such materials and does not apply to the
3748 format of such materials.

3749

Article 44. Waiver

3750 44.01 Waiver by City or Contractor of any breach for violation of any term, covenant, or condition
3751 of this Agreement will not be deemed to be a waiver of any other term, covenant, or condition or any
3752 subsequent breach for violation of the same or of any other term, covenant, or condition. The subsequent
3753 acceptance by City of any fee, tax, or any other monies which may become due from Contractor to City will
3754 not be deemed to be a waiver by City of any breach for violation of any term, covenant, or condition of this
3755 Agreement.

3756

Article 45. Prohibition Against Gifts

3757 45.01 Contractor represents that Contractor is familiar with City's prohibition against the
3758 acceptance of any gift by a City officer or designated employee. Contractor may not offer any City officer or
3759 designated employee any gifts prohibited by the City.

3760

Article 46. Point of Contact

3761 46.01 The day-to-day dealings between Contractor and City will be between Contractor and the
3762 Agreement Administrator.

3763

Article 47. Notices

3764 47.01 Except as provided in this Agreement, whenever either party desires to give notice to the
3765 other, it must be given by written notice addressed to the party for whom it is intended, at the place last
3766 specified, and to the place for giving of notice in compliance with the provisions of this Section. For the
3767 present, the parties designate the following as the respective persons and places for giving of notice:

3768

As to the City:

3769

3770

3771

3772

As to the Contractor:

3773

3774

3775

3776 47.02 Notices given by personal delivery shall be effective immediately. Notices given by mail
3777 shall be deemed to have been delivered forty-eight (48) hours after having been deposited in the United

3778 States mail. Changes in the respective address to which such notice is to be directed may be made by written
3779 notice.

3780 47.03 Notice by City to Contractor of a Collection or other Service Recipient problem or complaint
3781 may be given to Contractor orally by telephone at Contractor's local office with confirmation sent to Contractor
3782 through the Customer Service System by the end of the Workday.

3783 **Article 48. Transition to Next Contractor**

3784 48.01 In the event Contractor is not awarded an extension or new contract to continue to provide
3785 Solid Waste Collection following the expiration or early termination of this Agreement, Contractor will
3786 cooperate fully with City and any subsequent contractors to assure a smooth transition of services described
3787 in this Agreement. Such cooperation will include, but not be limited to, transfer of computer data, files, and
3788 tapes; providing routing information, route maps, vehicle fleet information, and list of Service Recipients;
3789 providing a complete inventory of all Collection Containers; providing adequate labor and equipment to
3790 complete performance of all Solid Waste Collection required under this Agreement; taking reasonable actions
3791 necessary to transfer ownership of carts and bins, as appropriate, to City, including transporting such
3792 Containers to a location designated by the Agreement Administrator; coordinating Collection of Materials set
3793 out in new Containers if new Containers are provided for a subsequent Agreements; and providing other
3794 reports and data required by this Agreement. Contractor shall also provide City with the number of employees
3795 who are performing services under the service contract and the wage rates, benefits, and job classifications
3796 of those employees, and otherwise comply with all requirements articulated under California Labor Code,
3797 Division 2, Part 3, Chapter 4.6, Section 1072(c)(1).

3798 **Article 49. Entire Agreement**

3799 49.01 This Agreement and the attached Exhibits constitute the entire Agreement and
3800 understanding between the parties, and the Agreement will not be considered modified, altered, changed, or
3801 amended in any respect unless in writing and signed by the parties.

3802 **Article 50. Severability**

3803 50.01 If any provision of this Agreement or the application of it to any person or situation is to any
3804 extent held invalid or unenforceable, the remainder of this Agreement and the application of such provisions
3805 to persons or situations other than those as to which it is held invalid or unenforceable, will not be affected,
3806 will continue in full force and effect, and will be enforced to the fullest extent permitted by law.

3807 **Article 51. Right to Require Performance**

3808 51.01 The failure of City at any time to require performance by Contractor of any provision of this
3809 Agreement will in no way affect the right of City thereafter to enforce same. Nor will waiver by City of any
3810 breach of any provision of this Agreement be taken or held to be a waiver of any succeeding breach of such
3811 provision or as a waiver of any provision itself.

3812 **Article 52. All Prior Agreements Superseded**

3813 52.01 This Agreement incorporates and includes all prior negotiations, correspondence,
3814 conversations, agreements, and understandings applicable to the matters contained in this Agreement, and
3815 the parties agree that there are no commitments, agreements, or understandings concerning the subject
3816 matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation
3817 from the terms of this Agreement will be predicated upon any prior representations or agreements, whether
3818 oral or written.

3819 **Article 53. Headings**

3820 53.01 Headings in this document are for convenience of reference only and are not to be
3821 considered in any interpretation of this Agreement.

3822 **Article 54. Exhibits**

3823 54.01 Each Exhibit referred to in this Agreement forms an essential part of this Agreement. Each
3824 such Exhibit is a part of this Agreement, and each is incorporated by this reference. In the event of any
3825 conflicts between this Agreement and the Exhibits, then this Agreement shall take priority.

3826 **Article 55. Commencement Date**

3827 55.01 This Agreement will become effective when it is properly executed by City and Contractor,
3828 and Contractor will commence Solid Waste Collection under this Agreement as of July 1, 2025.

3829

3830 IN WITNESS WHEREOF, City and Contractor have executed this Agreement on the respective
3831 date(s) below each signature.

3832 CITY OF SEBASTOPOL

CONTRACTOR

3833 A General Law City

3834 By: _____

By: _____

3835

3836

3837 Title: _____

By: _____

3838

President

3839

3840 ATTEST: _____

By: _____

3841 City Clerk

3842 APPROVED AS TO FORM

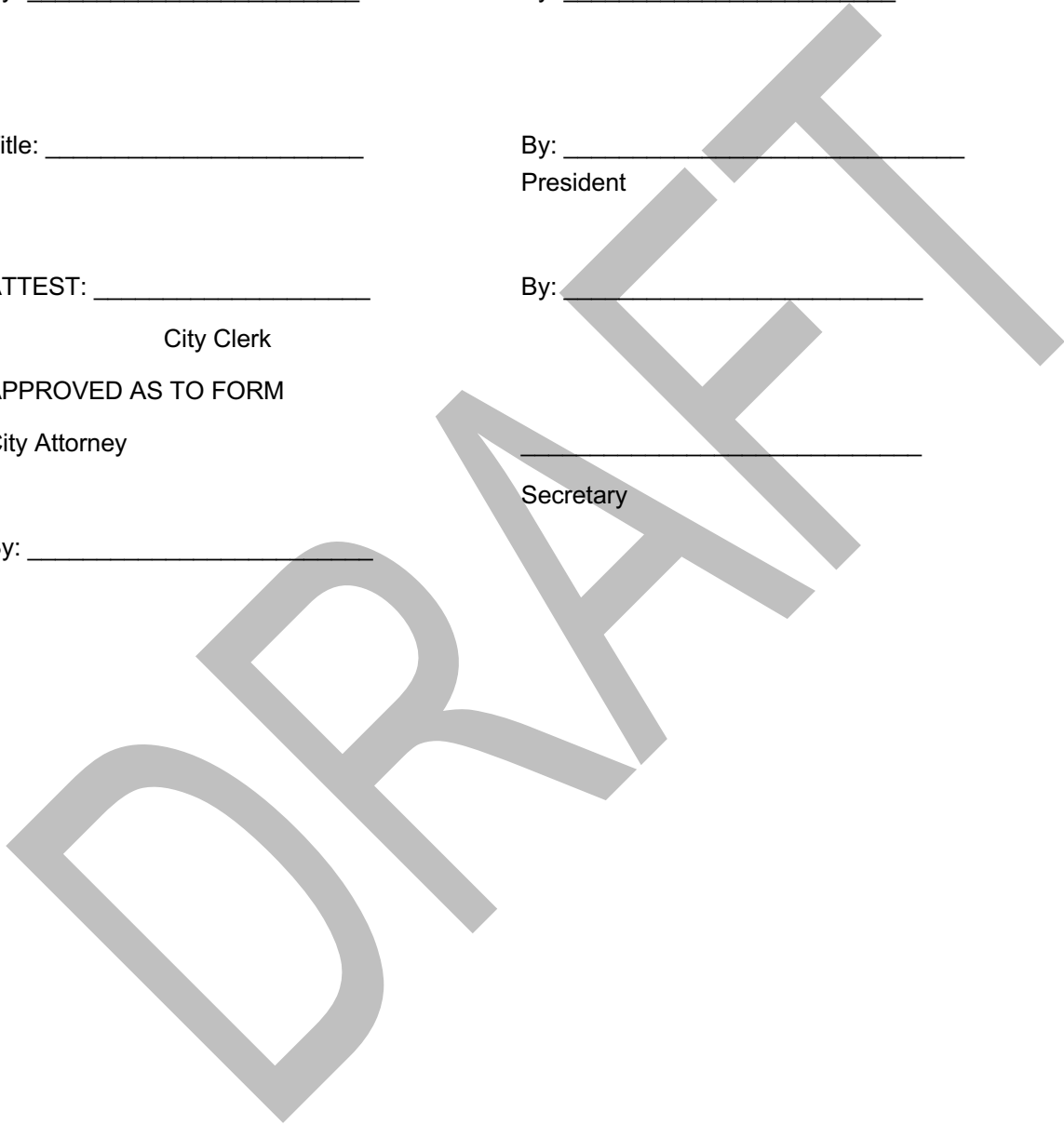
3843 City Attorney

3844

Secretary

3845 By: _____

3846



3847
3848
3849
3850

Exhibit 1
Maximum Service Rates

DRAFT

Exhibit 2

List of City Facilities and Service Levels

3851
3852

3853 Contractor shall provide Containers for and Collection of Garbage, Recyclable Materials, and Organic
3854 Waste for all City facilities identified below in this exhibit.
3855

3856 Contractor shall also provide Collection of Garbage, Recyclable Materials, and/or Organic Waste
3857 contained in City-owned Containers located throughout the City, including City cans in downtown areas
3858 and bus stops. Servicing of all City facilities and Containers shall be provided at no additional charge to
3859 the City.
3860

Building	Address	MSW Containers		Recycling Containers		Organics Containers	
		Qty	Type	Qty	Type	Qty	Type
Corporation Yard	714 Johnson St	1	4Y bin	3	96G cart		
City Hall	7120 Bodega Ave	3	96G cart	2	96G cart	1	96G cart
Fire Station	7425 Bodega Ave	1	2Y bin	2	96G cart		
Police Station	370 Johnson St	4	96G cart	5	96G cart		
Senior Center	167 High St	1	1.5Y bin	1	96G cart		
				1	2Y bin		
Ives Park / Pool	7400 Willow St	2	2Y bin	5	96G cart	1	96G cart
Libby Park	7985 Valentine Av	1	2Y bin	2	96G cart	1	96G cart
Sebastopol Community Center	390 Morris St	1	4Y bin	1	3Y bin	1	2Y bin
Luther Burbank Farm	7781 Bodega Ave	1	1.5Y bin				
Sebastopol Regional Library	7140 Bodega Ave						
West County Museum	261 S Main St	1	32G cart	1	96G cart	1	96G cart
City Corp Yard Debris Boxes		1	20Y MSW	1	40Y Cardboard	1	20Y Brush
				1	20Y Concrete	1	30Y Brush

3861

3862
3863

Exhibit 3 Collection Container Specifications

Cart Specifications.

All new or replacement Carts must be manufactured with a minimum twenty percent (20%) post-consumer recycled material content and come with a ten (10) year warranty against defects.

Carts must be constructed with material that resists deterioration from ultraviolet radiation and be incapable of penetration by household pets or small wildlife when lids are fully closed.

Contractor must provide Carts having an approximate volume of 20, 32, 64, and 96 gallons. Actual cart volume may vary by +/- 10% depending on manufacturer.

Carts must include wheels and handles that accommodate ease of movement by able-bodied persons, have heavy duty wheels, have attached hinged lids, and be designed to be resistant to inadvertent tipping due to high winds.

Carts must include lids that continuously overlap the Cart body so as to prevent the intrusion of rainwater and minimize odors. The lids should be of a design and weight so as to prevent the Cart body from tilting backward when flipping the lid open.

Carts must be capable of being lifted into the Collection Vehicle without damage or distortion under normal usage.

Carts must be hot-stamped, embossed, or labeled/decaled with the company name, a unique identification number (i.e., a serial number for carts), weight limit, images of the type of materials to be Collected, and a QR code that links to the Recycling education landing page within the Contractor's City-specific website for the City. All Carts shall also contain instructions for proper usage. If any of the above is accomplished via labels or decals, such labels or decals must be maintained and/or replaced as necessary throughout the Term to maintain a near new appearance. Decals/labels showing types of materials Collected in each Cart must be replaced annually.

Cart and lids must meet all applicable colors and labeling specifications as set forth by CalRecycle (i.e., blue = Recyclable Materials, black/gray = Garbage, green = yard waste/mixed Organic Waste, yellow = Food Waste or other color standards as determined by CalRecycle prior to the start of this Agreement).

Bin Specifications.

Bins must be constructed of heavy metal or heavy plastic and must be watertight, well painted, in good condition, and without rust or dents.

Wheels, forklift slots, and other appurtenances which are designed for movement, loading, or unloading of the Container, must be maintained in good repair.

Contractor must provide Bins having an approximate volume of 1, 2, 3, and 4 cubic yards.

Bins must have the name and phone number of Contractor on the exterior so as to be visible when the Bin is placed for use.

Each Bin must be labeled with a listing of materials that may and may not be placed in a particular Bin type, as well as a QR code that links to the Recycling education landing page within the Contractor's City-specific website for the City, and each Bin must include a conspicuous warning: "Not to be used for the disposal of hazardous, electronic, or universal waste." Bins must be labeled in English and Spanish.

Bid lids must be constructed of metal or heavy plastic, so as to minimize the intrusion of rainwater and minimize odors. Locking bins will be provided upon request at the Maximum Service Rate set forth in Exhibit 1.

Bins must be capable of being lifted into the Collection Vehicle without damage under normal usage.

Bins must meet all applicable colors and labeling specifications as set forth by CalRecycle (i.e., blue = Recyclable Materials, black/gray = Garbage, green = yard waste/mixed Organic Waste, yellow = Food Waste or other color standards as determined by CalRecycle prior to the start of this Agreement).

Roll-off Container Specifications.

Roll-off Container specifications shall be the same as Bin specifications. Roll-off Containers shall be provided in sizes 10, 20, 30, and 40 cubic yards. Compactors shall be available in sizes 10, 20, 35, and 40 cubic yards. Contractor is obligated to provide covers for Roll-Off Containers upon Customer request.

Kitchen Food Waste Pails

Contractor is responsible for the purchase and distribution of fully assembled and functional Kitchen Food Waste Pails to SFD and MFD Dwelling Units in the Service Area in alignment with Sections 10.04 and 11.04. Contractor will also make Kitchen Food Waste Pails available at one or more annual Contractor-hosted events, such as a paper-shredding event or a HHW drop-off event, to make it easier for MFD Dwelling Units to learn about and acquire the pails.

Upon written approval from the City, Contractor may also offer alternatives to Kitchen Food Waste Pails, such as kitchen food waste dehydrators.

Containers End of Life

Collection Containers must be recycled at the end of their useful life.

Containers Purchase

Contractor shall report all new Carts and Bins purchased pursuant to this Agreement to its address within the City and shall report all purchases of Carts and Bins under this Agreement as attributable to the City for sales tax purposes.

SB 1383 Requirements and Timeline

All Collection Containers in circulation shall meet the requirements of SB 1383 by the mandated deadline of January 1, 2036.

3864

DRAFT

Exhibit 4
Transition Plan

3865
3866
3867
3868
3869

PLACEHOLDER ONLY – ACTUAL EXHIBIT TO BE DEVELOPED BASED ON AWARDED PROPOSAL.

DRAFT

3870
3871
3872
3873

Exhibit 5 Administrative Charges and Penalties

All dollar figures stated below shall increase annually by the CPI Adjustment Calculation in Section 6.05.

Item		Amount if Not Cured in 30 Days (unless otherwise specified)	If Cured
a.	Failure to respond to each complaint within three (3) Workdays of receipt of complaint.	\$200 per incident per Service Recipient.	
b.	Failure to maintain call center hours as required by this Agreement.	\$500 per day.	-0- if cured in 5 days
c.	Failure to submit to City all reports by the deadlines required under the provisions of this Agreement.	\$200 per day.	-0- if cured in 10 days
d.	Failure to include all parts of quarterly and annual reports specified in Sections 22.04 and 22.05 in the submitted reports.	\$200 per day if not cured in 10 days.	-0- if cured in 10 days
e.	Failure to provide data, information, or documentation required by this Agreement within the timeframe stipulated herein.	\$100 per day.	-0- if cured in 5 days
f.	Failure to respond to respond to any City request for data or information, as referenced in Section 5.15, within five (5) Business Days of receipt of the request.	\$100 per day.	-0- if cured in 5 days
g.	Failure to submit to City all payments by the deadlines required under the provisions of this Agreement.	1% of the total amount due if fees are 1 – 10 days late; and 10% of the total amount due if fees are more than 10 days late.	
h.	Failure for Collection Cart to be compliant with specifications of Exhibit 3 or Section 18.09.	\$50 each Collection Cart not compliant.	-0- if cured in 30 days
i.	Failure for Collection Bin to be compliant with specifications of Exhibit 3 or Section 18.09	\$100 each Collection Bin not compliant, if not cured in 5 days	-0- if cured in 30 days
j.	Failure for Collection Container to be compliant with SB 1383 labeling requirements or the labeling requirements outlined in Section 20.10 of this Agreement.	\$100 each Collection Container not compliant.	-0- if cured in 30 days

Item		Amount if Not Cured in 30 Days (unless otherwise specified)	If Cured
k.	Failure to comply with State and Federal vehicle weight limitations, as required in Section 18.05.	\$200 per incident after twenty-five (25) such incidents per quarter.	Cannot be cured
l.	Failure to display Contractor's name and customer service phone number on Collection Vehicles, or to otherwise be out of compliance with Section 18.08.	\$100 per incident per day.	-0- if cured in 30 days
m.	Failure to Collect a missed Collection Container by close of the next Workday upon notice to Contractor, that exceeds twenty (20) incidents within the Service Area within any Calendar Year.	\$1,000 per Calendar year, plus \$10 per incident per day.	
n.	Failure to repair (including removal of graffiti) or replace damaged Containers and/or Containers that are not in good working order within the time required by this Agreement, that exceeds twenty (20) incidents in any Calendar year.	\$1,000 per Calendar year, plus \$10 per incident per day.	
o.	Accumulation of more than forty (40) complaints per Quarter regarding carts left in untidy conditions (e.g., carts not left standing upright, cart lids not closed, carts left in wrong locations)	\$1,000 per Quarter, plus \$10 per complaint beyond the first 40 complaints	
p.	Failure to maintain Collection hours as required by this Agreement.	\$500 per day.	-0- if not cured in 5 days
q.	Failure to have Contractor personnel in Contractor-provided uniforms.	\$25 per day per employee.	-0- if not cured in 30 days
r.	Failure of Contractor to follow Recyclable Materials and Organic Waste Contamination and Overage procedures as set forth under Section 5.07 and 5.10.	\$500 per day for failure to implement correction plan.	Submit for approval to City and implement plan of correction to City within 30 days.
s.	Vehicle fluid leak incidents from Contractor Collection Vehicles, in excess of three (3) during a calendar year.	\$5000 per incident in excess of three (3)	

Item		Amount if Not Cured in 30 Days (unless otherwise specified)	If Cured
t.	Failure of Contractor to clean up spillage or litter caused by Contractor within ninety (90) minutes upon notice from the City, in excess of five (5) incidents during a calendar year.	\$100 per incident.	
u.	Failure of Contractor to provide proof of performance bond as required by this Agreement	Agreement Default	\$500 per day
v.	Failure of Contractor to provide proof of insurance as required by this Agreement	Agreement Default	\$500 per day
w.	Failure to provide City with documentation verifying Diversion, as outlined in Section 8.02, was achieved.	\$10,000 per Quarter.	Submit for approval to City and implement plan of correction within 30 days.
x.	Failure to Collect holiday trees on Collection Days.	\$100 per day.	-0- if not cured in 7 days
y.	Failure to commence service to a new Service Recipient within seven (7) days after order.	\$150 per day.	-0- if not cured in 7 days
z.	Failure to initially respond to a Service Recipient complaint within one (1) Business Day.	\$50 per failure to resolve Customer compliant or request.	-0- if not cured in 7 days
aa.	Replacement fee when requesting a new set of keys to access City Service Unit sites.	\$500 per set of keys replaced, in addition to the cost of replacing the keys.	
bb.	Failure to pick up abandoned waste within twenty-four (24) hours upon request from the City.	\$500 per day per incident	-0- if not cured in 3 days
cc.	Failure to drop off a Container requested by the City in the timeframe requested, provided the City gives at least four (4) days advance notice.	\$100 per day.	-0- if not cured in 3 days

	Item	Amount if Not Cured in 30 Days (unless otherwise specified)	If Cured
dd.	Failure to comply with any other provision in this Agreement	\$200 per incident	-0- if not cured in 30 days

3874

DRAFT

3875
3876
3877
3878
3879
3880
3881
3882
3883
3884

Exhibit 6
Customer Service Plan

PLACEHOLDER EXAMPLE ONLY – ACTUAL EXHIBIT TO BE DEVELOPED BASED ON AWARDED PROPOSAL.

- 1. Overview
- 2. Service Recipient Billing
- 3. Technology Network
- 4. Staffing Levels
- 5. Payment Programs

DRAFT

3885
3886

Exhibit 7 Collection Service Operations Plan

3887
3888
3889
3890
3891
3892
3893
3894
3895
3896
3897
3898
3899

PLACEHOLDER EXAMPLE ONLY – ACTUAL EXHIBIT TO BE DEVELOPED BASED ON AWARDED PROPOSAL.

_____’s continued growth and extensive experience in Collection programs and Diversion have situated the company in a position to ensure that necessary resources will be available during the transition period and contract term.

1. Vehicles

New Collection vehicles are on order to service the City in preparation for a contract award. _____ will utilize uniquely numbered, new model year _____ vehicles with a useful life expectancy of fifteen (15) years. This will include:

Quantity	Type	Model	Year	Useful Life
				3900
				3901
				3902
				3903
				3904
				3905
				3906
				3907

3908
3909
3910
3911
3912
3913
3914
3915
3916
3917
3918
3919
3920

- a) Automated Collection Vehicles
- b) Commercial Collection Vehicles
- c) Other Vehicles
- d) Specialized Equipment
- e) Vehicle Specifications

The requested vehicle specifications are identified below.

	Fuel Type	Size	# of Axles	GVWR	Capacity	# of Collection Compartments
Side Loader						
Side Loader						
Front Loader						
Scout Truck						
Flat Bed						

3921
3922
3923
3924
3925
3926
3927
3928
3929
3930

- f) Reduction of Air Emissions and Wear & Tear on City Streets
- g) Vehicle Technology
- h) Vehicle Appearance
- i) Vehicle Maintenance Program

3931
3932
3933
3934
3935
3936
3937
3938

j) Vehicle Maintenance Schedule

2. **Containers**

- a. Past Experience
- b. Sufficiency of Capacity

Container Dimensions			
Container	Height	Width	Depth
32 Gallon Cart			
64 Gallon Cart			
96 Gallon Cart			
1 Cubic Yard Bin			
1½ Cubic Yard Bin			
2 Cubic Yard Bin			
3 Cubic Yard Bin			
4 Cubic Yard Bin			
6 Cubic Yard Bin			

3939
3940
3941
3942
3943
3944
3945
3946
3947
3948
3949
3950
3951
3952
3953
3954
3955
3956
3957
3958
3959

- c. Bin Enclosures and Limited Space
- d. Container Appearance
 - 1) Container Durability
 - 2) Automated Carts
 - 3) Commercial Bins
- e. Container Maintenance Program

3. **Route Operations**

- a) Advantages to Collection Vehicles Chosen
- b) Driver Responsibilities
- c) Anticipated Driver Productivity

Route Operations	# of Crew	# of Trucks	# of Routes	Total Route Hours	On Route Hours	Total # of Containers Collected	# of Containers Collected / Hour	# of Vehicle Passes per Customer per week
Residential Garbage								
Residential Recyclable Materials								
Residential Organic Waste								

Route Operations	# of Crew	# of Trucks	# of Routes	Total Route Hours	On Route Hours	Total # of Containers Collected	# of Containers Collected / Hour	# of Vehicle Passes per Customer per week
Commercial Garbage								
Commercial Recyclable Materials								
Commercial Organic Waste								
Bulky Collection								
Barrel / Bin Delivery								
Scout Bin Route								

3960
3961
3962
3963
3964
3965
3966
3967
3968
3969
3970
3971
3972
3973
3974
3975
3976
3977
3978
3979
3980
3981
3982
3983
3984
3985
3986
3987
3988
3989
3990
3991
3992
3993

- d) Operational Communications
- e) Driver Contamination Monitoring
- f) Annual Service Level and Billing Audit Approach

- 1) Audit Plan
- 2) Route Maps
- 3) Route Audit Team
- 4) Route Audit Team Training
- 5) Conducting the Audit

4. Safety

- a) Staffing Safety Requirements
 - 1) Training
 - 2) Personal Protective Equipment

5. Reporting

- a) Detailed monitoring and reporting
- b) Method Used to Track Tonnage
- c) Process for Reporting Complaints

6. Scavenging

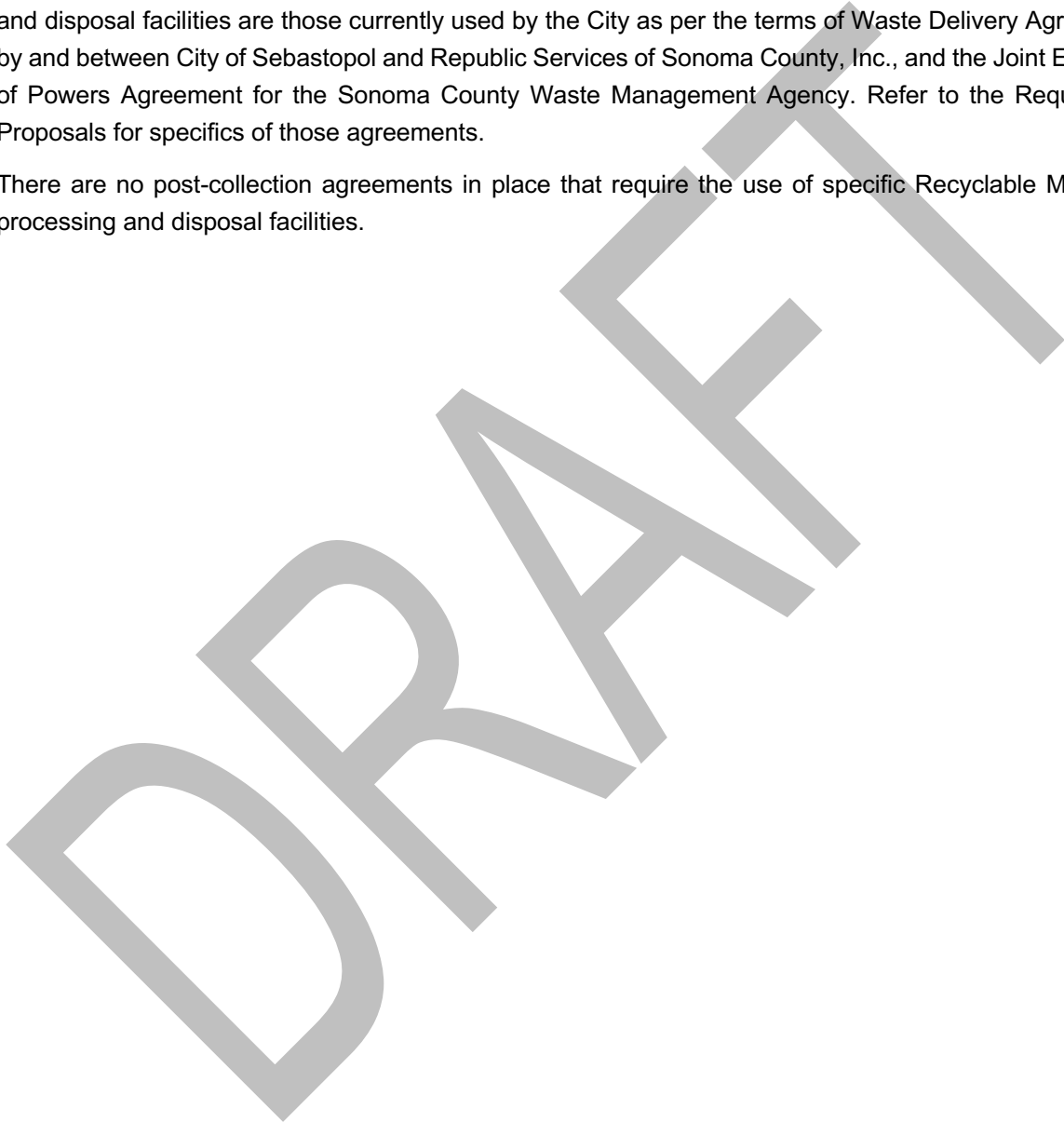
3994
3995
3996
3997
3998
3999
4000
4001
4002
4003
4004
4005

Exhibit 8
Processing and Disposal Facilities

PLACEHOLDER EXAMPLE ONLY – ACTUAL EXHIBIT TO BE DEVELOPED BASED ON AWARDED PROPOSAL.

For the purposes of this Draft Agreement, it is assumed that all Garbage and Organic Waste processing and disposal facilities are those currently used by the City as per the terms of Waste Delivery Agreement by and between City of Sebastopol and Republic Services of Sonoma County, Inc., and the Joint Exercise of Powers Agreement for the Sonoma County Waste Management Agency. Refer to the Request for Proposals for specifics of those agreements.

There are no post-collection agreements in place that require the use of specific Recyclable Materials processing and disposal facilities.



4006
4007

Exhibit 9 Sustainability and Compliance Plan

4008
4009
4010
4011
4012
4013
4014
4015
4016
4017
4018
4019
4020
4021
4022
4023
4024

PLACEHOLDER EXAMPLE ONLY – ACTUAL EXHIBIT TO BE DEVELOPED BASED ON AWARDED PROPOSAL.

1. The Approach to Programs and Facility Requirements

- a) Proposed Operating Procedures
- b) State Guidelines
- c) Think Local
- d) Partnership; Standards Development and Education

2. Meeting Diversion Requirements

3. Diversion Programs

Diversion Programs	Single Family	Multi-Family	Commercial	City Service
Legislative Compliance				
SB 1383 Education, Outreach, and Training				
Variable Size Container Collection				
Source Separated Recyclables				
Special Event Service				
Source Separated Organic Waste				
Service Level Selection				
Bulky Item Collection				
Container Contamination Minimization				
Holiday Tree Collection				
Debris Box Collection				
Construction & Demolition Processing				
Compost Delivery and Give Away				
Onsite Waste Consultation				
Source Separated Green Waste				
Source Separated Food Waste				
Edible Food Recovery Assistance				
Sharps Program				
Clean-Up Days				
Paper Shred-Events				
Home Composting Units				
Electronic Waste, Textile, Carpet, & Mattress Events				
City Sponsored Events				
Litter Abatement				
Code Enforcement Clean-Up				
Illegal Dumping Clean-Up				
City Park Service				
Additional Programs as Required				

4025

4026
4027
4028
4029

4. Diversion Facilities

5. Program Schedule

Sector	Milestone	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
Residential & Multi-Family	Education & Outreach										
	Route Reviews										
	Container Size Adjustments										
	Record Keeping										
	Enforcement Support										
	Diversion Programs										
Commercial (includes mixed-use service recipients)	Education & Outreach										
	Route Reviews										
	Container Size Adjustments										
	Commercial Business Requirements Education										
	Edible Food Recovery Assistance & Education										
	Enforcement Support										
	Record Keeping										
	Diversion Programs										
City Service	Reporting										
	Procurement										
	Community Meetings										
	School Education & Outreach Programs										
	Community Event Participation										
	Complaint Investigations										
	Additional Services										
	Program Evaluation & Adjustment										

Sector	Milestone	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
	Diversion Rate Goal										

4030
4031
4032
4033

6. Estimated Tonnages

Sector	Material	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
Residential	Recyclables											
	Organic Waste											
Multi Family	Recyclables											
	Organic Waste											
Commercial (includes mixed-use service recipients)	Recyclables											
	Organic Waste											
Additional Services	Recyclables											
	Organic Waste											
	Diversion %											

4034
4035
4036
4037
4038
4039
4040
4041
4042
4043
4044
4045
4046
4047
4048
4049
4050
4051
4052
4053
4054
4055
4056
4057
4058
4059
4060
4061
4062
4063
4064
4065

7. Contamination Minimization

- a) Compliance Review
- b) Contamination Monitoring Plan
- c) Route Reviews
- d) Waste Evaluations
- e) Contamination Noticing and Adequate Service Levels
- f) Route Reviews & Waste Evaluations
- g) Route Review Efficiency

8. Air Emission Reduction

9. Reducing Wear and Tear on City Streets

10. Environmental Stewardship

- a) Water and Power Conservation
- b) Waste Reduction and Reuse
- c) Procurement
- d) Other

4066
4067
4068
4069
4070
4071
4072
4073
4074
4075
4076
4077
4078
4079

11. Use of Local Vendors

12. Innovative “Green Approach”

- a) Electric Collection Vehicle Technology
- b) Innovative Facilities
- c) Strategic Partnerships
- d) Supplier Partnerships

13. Procurement

DRAFT

4080
4081
4082
4083
4084
4085
4086
4087
4088
4089
4090
4091
4092
4093
4094
4095
4096
4097
4098
4099
4100
4101
4102
4103
4104
4105
4106
4107
4108

Exhibit 10
Education and Outreach Plan

PLACEHOLDER EXAMPLE ONLY – ACTUAL EXHIBIT TO BE DEVELOPED BASED ON AWARDED PROPOSAL.

1. **Prior to Service Start Activities**
2. **Implementation Programs**
 - a) Schedule of Materials
 - b) Service Brochures
 - c) Community Meetings
 - d) Written Notices and Outreach Material
 - e) City, School, Facilities, and Business Community Programs
 - f) City Staff Training
 - g) Engaging residents of MFDs
 - h) Engaging Spanish-speaking residents
3. **Methods to Reduce Contamination**
4. **Benefits of Participation**

4109
4110
4111
4112

Exhibit 11 Acceptable Recyclable Materials

Recyclable Materials include, but are not limited to:

Aluminum cans	Magazines/catalogs
Aerosol cans	Milk cartons
Aseptic containers	Newspaper
Brochures	Paper
Cardboard	Paper tubes
Cereal boxes	Phone books
Clothes hangers (both plastic and metal)	Pizza boxes
Computer paper	Plastic containers #1-#7
Coupons	Plastic film
Envelopes	Plastic milk jugs
Frozen food boxes and trays	Plastic bags
Glass bottles/jars	Polystyrene (Styrofoam)
Glass cosmetic bottles	Rigid plastics in the form of recycle crates, laundry baskets, five-gallon buckets, and plastic lawn furniture
Juice cartons	Shredded paper
Junk mail	Tin cans
Laundry bottles	Tissue boxes
Lids from jars	Wrapping paper

4113
4114

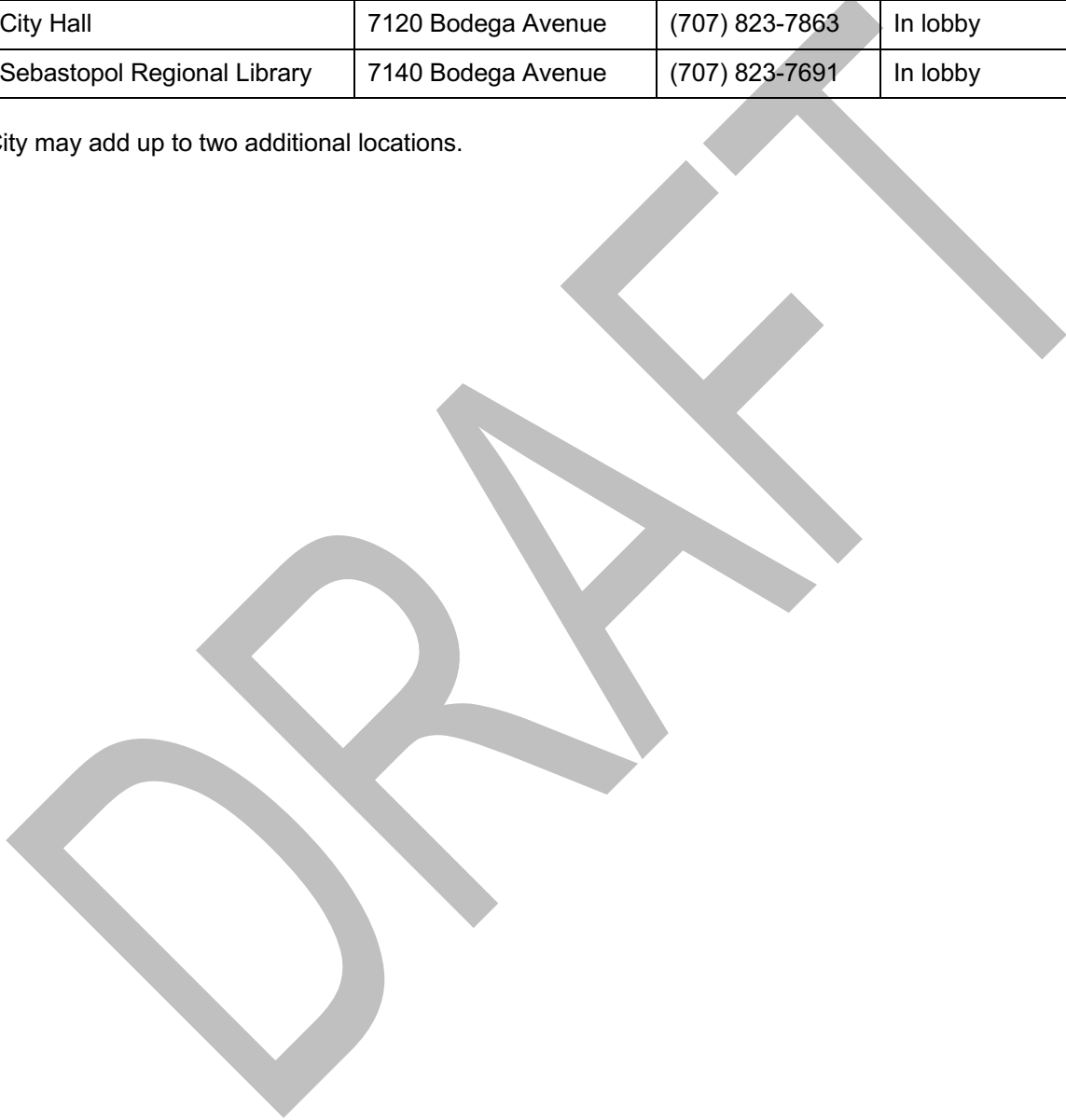
4115
4116
4117

Exhibit 12
Battery Bucket Locations

Location of Facility	Address	Phone	Location of Bucket
Fire Station	Bodega Avenue		In lobby
City Hall	7120 Bodega Avenue	(707) 823-7863	In lobby
Sebastopol Regional Library	7140 Bodega Avenue	(707) 823-7691	In lobby

4118
4119

City may add up to two additional locations.



4120
4121
4122
4123
4124
4125
4126
4127
4128
4129
4130
4131
4132
4133
4134
4135
4136
4137
4138
4139
4140
4141
4142
4143
4144
4145
4146
4147
4148
4149
4150
4151
4152
4153
4154
4155
4156
4157
4158
4159
4160
4161
4162
4163
4164
4165
4166
4167
4168
4169

Exhibit 13 Street Sweeping Service

Contractor shall provide street sweeping services to City during the Term in accordance with the terms and conditions of the Agreement and this Exhibit.

1. **Manner of Service.** Contractor shall provide a Complete Sweep of all Curb Miles on all publicly maintained City Streets. Within any curb mile, Contractor shall be responsible for sweeping all curbs including median islands and the corners from any cross street intersecting the subject street. Contractor shall obey all laws governing the operation of the sweepers on a public street and shall perform its operations so that sweepers are traversing their routes in the normal direction of traffic.
2. **Labor and Materials.** Contractor shall furnish all materials, labor, supervision, and equipment necessary to perform all work required for regularly scheduled sweeping of all public streets in the City. Within 180 days of the Effective Date, Contractor shall adopt a City-approved street sweeping schedule that follows the City-approved refuse collection schedule, including adjustments for Holidays. Exceptions resulting from equipment breakdowns shall be immediately reported to the City with a catch-up schedule.
3. **Unscheduled and Emergency Services.** Contractor shall also provide an annual 200-hour time bank for unscheduled sweeping and related services or as otherwise assigned by the City upon one (1) Workday's notice. Contractor shall use commercially reasonable efforts to respond to emergency incidents, including vehicle accidents, illicit discharges, and other emergencies, within two (2) hours or less depending on the severity of the incident. Contractor shall bill City directly for unscheduled sweeping and related services provided under this paragraph at an amount to be mutually agreed on between City and Contractor prior to the provision of such services.
4. **Maps.** Contractor shall provide the street sweeping service route maps to the City Representative upon request, within ninety (90) days from receipt of written notice. The maps shall be provided in a format that can be posted to the City website.
5. **Sweeping Method.** Unsweepable items that impede sweeping, such as palm fronds, rocks, trash, and debris, shall be removed from the sweeping path and properly disposed of by the operator rather than being driven around. Items that impede sweeping and are immovable, such as construction debris and impaired vertical or horizontal clearance by tree limbs, shall be reported to the City immediately for correction. Contractor is not responsible for areas missed due to parked cars or other personal property. Sweeper operators shall immediately report to Contractor and the City all illicit discharges observed during routes. Contractor shall train all operators to recognize illicit discharges and stormwater pollution sources prior to work as street operators and annually thereafter, using City-approved training materials. Such training shall be documented and made available for review by the City.
6. **Standing Water/Drainage Problems.** In areas where drainage is a problem, Contractor shall make as many passes as necessary to remove debris from standing water. In addition, all sand, dirt, rocks, gravel, vegetation, and other sweepable debris shall be removed from the street during the sweeping operation. If standing water is over the top of curb, then Contractor shall not be required to sweep that specific area. Sweeper operators shall report all areas with drainage problems to Contractor and City monthly, or as deemed appropriate by Contractor.
7. **Standards of Service.** All areas swept under this Agreement shall be thoroughly cleaned. All debris shall be picked up by the sweeper unit and disposed of at Contractor's expense. Sweeping shall include the removal of all sand, gravel, dirt, litter, vegetation, and any and all other debris that accumulates between sweeps. Curb lines shall be swept along both sides of the roadway, or to the edge of pavement where no curb exists, along all curbs on raised medians, over all portions of painted medians, painted left and right turn pockets, and all intersection cross gutters. Sweeping shall normally require one pass over an area. Contractor shall make additional passes or make such extra effort required to adequately clean the street to the satisfaction of the City.

4170 Extra effort shall be required when sweeping equipment leaves a dirt/silt smear in its swept path.
4171 The service standards in this Article may be reviewed and modified as conditions warrant, to
4172 maintain cleanliness by the City or as necessary to comply with any regulatory permits issued to
4173 City.

4174 8. **Water.** Contractor shall obtain water services from the appropriate water utility or City for the
4175 water necessary in the street sweeping operation, and use sufficient water to prevent dust arising
4176 during sweeping operations. City will provide map of preferred hydrant locations to Contractor to
4177 be used whenever feasible. The cost of the water shall be borne by Contractor.

4178 8.1. When possible, Contractor shall use reclaimed or tertiary recycled water.

4179 8.2. Contractor shall not discharge liquid waste from the sweeper units onto City streets or
4180 into the storm drain system.

4181 8.3. Washing of sweepers on City property is prohibited. Contractor shall implement best
4182 management practices when loading water into the street sweepers to prevent any
4183 overflow/potable water discharges into the storm drain system.

4184 9. **Sweeper Speed.** Contractor shall operate the sweepers at a speed of not more than five (5)
4185 miles per hour in residential areas and eight (8) miles per hour in commercial areas when
4186 sweeping or when the sweeper brooms are down, unless Contractor can demonstrate that the
4187 sweeper can operate efficiently and safely at a higher speed. City will use industry standards,
4188 U.S. Environmental Protection Agency information, and the sweeper manufacturer's
4189 recommendations on the speed of sweepers when considering greater speeds.

4190 10. **Width of Sweeper Path.** Contractor shall sweep all curb miles and all bike lanes with all brooms
4191 down, unless parked vehicles, structures, or other objects prohibit the safe sweeping of this path
4192 width. The path shall begin at the face of the curb and include the flow line of the gutter. Unless
4193 blocked by parked cars, Garbage Carts, Recycling Carts, or Organics Carts, the face of the curb
4194 and gutter shall always be included within the sweeper path. On those residential streets with no
4195 curb, the width of the sweeper path shall be not less than eight (8) feet measured from the edge
4196 of the pavement toward the center of the street.

4197 11. **Street Sweeping Frequency.**

4198 11.1. **Commercial Streets.** Contractor shall provide street sweeping service for each curb mile
4199 of commercial streets in the City a minimum of twice per week on a scheduled route
4200 basis. However, in those instances where the scheduled street sweeping service day falls
4201 on a Holiday, Contractor may adjust the route schedule as necessary, consistent with
4202 other Integrated Solid Waste Handling Service.

4203 11.2. **Residential Streets.** Contractor shall provide street sweeping service for each curb mile of
4204 residential streets in the City two times per month on a scheduled route basis. However,
4205 in those instances where the scheduled street sweeping service day falls on a Holiday,
4206 Contractor may adjust the route schedule as necessary, consistent with other Integrated
4207 Solid Waste Handling Service. This specifically includes:

- 4208 • All public residential streets within the City limits.
- 4209 • All private residential streets within the City limits, provided that Contractor
4210 obtains access from the homeowners' association on mutually agreeable terms
4211 and conditions. Individual homeowners' associations may negotiate directly with
4212 Contractor for more frequent street sweeping at the homeowners' association's
4213 expense.

4214 11.3. **Parking Lots.** Contractor shall provide street sweeping service for each curb mile of
4215 designated parking areas in the City once per week on a scheduled route basis.
4216 However, in those instances where the scheduled street sweeping service day falls on a
4217 Holiday, Contractor may adjust the route schedule as necessary, consistent with other
4218 Integrated Solid Waste Handling Service.

- 4219 11.4. Change in Frequency. The City may direct Contractor to change the frequency of street
 4220 sweeping for any City street. Contractor shall implement City-directed changes in
 4221 frequency within fifteen (15) Workdays of receipt of written notice from the City
 4222 Representative to adjust sweeping frequency. Any changes under this Article shall be
 4223 treated as an Allowable Cost.
- 4224 12. **Street Sweeping Hours of Service.**
- 4225 12.1. Commercial Streets. Contractor shall provide street sweeping service on commercial
 4226 streets, commencing no earlier than 4:00 a.m. and terminating no later than 7:30 a.m.
 4227 Monday through Friday. Street sweeping service shall take only on week days (Monday
 4228 through Friday). The hours, days, or both of service may be extended due to
 4229 extraordinary circumstances or conditions with the prior written consent of the City
 4230 Representative.
- 4231 12.2. Residential Streets. Contractor shall provide street sweeping service on residential
 4232 streets commencing no earlier than 7:00 a.m. and terminating no later than 2:00 p.m.
 4233 Street sweeping service shall take only on week days (Monday through Friday). The
 4234 hours, days, or both of service may be extended due to extraordinary circumstances or
 4235 conditions with the prior written consent of the City Representative. Sweeping in
 4236 residential areas shall be coordinated with Integrated Solid Waste Handling Service as-
 4237 needed to ensure that sweeping occurs after collection of all Solid Waste Carts has been
 4238 completed on a specific street.
- 4239 13. **Street Changes**. City and Contractor acknowledge that it may be necessary or desirable to add
 4240 or delete City streets for which Contractor will provide street sweeping services or to temporarily
 4241 modify sweeping schedules. City will provide notice of any such changes to Contractor which may
 4242 be caused by the following:
- 4243 • Construction or development on or along a street.
 - 4244 • Pavement maintenance activities, including the chip seal program or the slurry seal
 4245 program.
 - 4246 • Inclement weather when running water renders sweeping ineffective.
 - 4247 • Special sweeping on alternative schedule.
 - 4248 • Other legitimate reasons that make sweeping impractical as determined by the City
 4249 Representative.
- 4250 14. **Street Additions**. As new streets are constructed and accepted by City, City may, at City's sole
 4251 option, designate such streets as part of the Service Area for the purposes of street sweeping
 4252 services. If the City Representative designates such streets as part of the Service Area,
 4253 Contractor shall provide street sweeping service on such streets under the terms and conditions
 4254 of this Agreement within fifteen (15) workdays of receipt of written notice from the City
 4255 Representative to begin service. Any changes under this section shall be treated as City-directed
 4256 changes under Section 30.01.
- 4257 15. **Street Deletions**. City may require some City streets to be temporarily or permanently removed
 4258 from the list of scheduled streets for which Contractor provides street sweeping service under this
 4259 Agreement. Contractor shall immediately cease providing street sweeping service to any City
 4260 Street upon receipt of written notice from the City Representative to stop such service. When a
 4261 City Street has been temporarily removed from the list of scheduled streets, Contractor shall
 4262 resume street sweeping service on such street in the next regularly scheduled cycle following the
 4263 receipt of written notice from the City Representative to resume service.
- 4264 16. **Revised Maps**. Contractor shall revise the street sweeping service route maps to show the
 4265 addition or deletion of City Streets as provided above and shall provide such revised maps to the
 4266 City Representative upon request, within ninety (90) days from receipt of written notice. The maps
 4267 shall be provided in a format that can be posted to the City website.

- 4268 17. **Parking Restrictions.** The City will provide written notice to Contractor of any streets where
 4269 permit parking may impact scheduled street sweeping service. Contractor may be required to
 4270 adjust sweeping schedules to sweep prior to the permit parking restrictions.
- 4271 18. **Adverse Weather Conditions.** Because of varying rain conditions throughout the City,
 4272 Contractor may verbally request permission from the City Representative to cancel sweeping
 4273 during heavy and persistent rainstorms within the Service Area. Contractor may cancel sweeping
 4274 only with the prior consent of the City Representative.
- 4275 19. **Hazardous Waste.** Contractor shall not be required to remove any Hazardous Waste from the
 4276 street surface. If, while performing street sweeping services, any suspected Hazardous Waste is
 4277 encountered, Contractor shall immediately report the location to the City Representative and to
 4278 any other responsible agency.
- 4279 20. **Disposal of Sweep Waste.** Contractor may dump sweep waste in the City's Public Works yard,
 4280 to be disposed of by the City. Otherwise, Contractor shall transport and deliver all sweep waste to
 4281 designated bins. Contractor will collect all bins containing sweep waste and deliver to a facility in
 4282 a manner that meets AB 939 requirements. In the event the facility is closed on a workday or is
 4283 otherwise unable to accept the sweep waste, Contractor shall transport and deliver the sweep
 4284 waste to another legally permitted facility. Sweep waste Disposal shall not be calculated as part
 4285 of the annual diversion rate.
- 4286 21. **Washing of Sweepers.** Contractor may wash the street sweeper in the City's Public Works yard.
- 4287 22. **Spillage.** During hauling, all sweep waste shall be contained, covered, and enclosed so that
 4288 leaking, spilling, and blowing of the sweep waste is prevented. Contractor shall be responsible for
 4289 the immediate clean-up of any spillage caused by Contractor.
- 4290 22.1. Equipment oil, hydraulic fluids, or any other liquid or debris resulting from Contractor's
 4291 operations or equipment must be covered immediately with an absorptive material and
 4292 removed from the street surface. Contractor must notify City within two (2) hours of any
 4293 spills resulting from Contractor's operations or equipment. When necessary, Contractor
 4294 must apply a suitable cleaning agent to the street surface to provide adequate cleaning.
- 4295 22.2. The above paragraphs notwithstanding, Contractor must clean up any spillage caused by
 4296 Contractor within two (2) hours upon notice from the City. If City deems necessary,
 4297 Contractor must engage a third-party environmental clean-up specialist to remove any
 4298 equipment oil, hydraulic fluids, or any other liquid or debris that remains on street after
 4299 Contractor's own clean-up efforts. If clean-up is not conducted to satisfaction of City, City
 4300 has right to engage an environmental clean-up specialist to perform additional clean-up
 4301 work at the expense of Contractor.
- 4302 22.3. To facilitate such clean-up, Contractor's vehicles must at all times carry sufficient
 4303 quantities of petroleum absorbent materials, along with a broom and shovel.
- 4304 23. **Street Sweeping Service Routes.** Not less than forty-five (45) days prior to commencement of
 4305 street sweeping services, Contractor shall submit to the City Representative Service Area maps
 4306 precisely defining the Sweeper Routes for review and approval by the City Representative. The
 4307 route maps shall include the days of the month sweeping shall occur, the sweeping schedules in
 4308 adjacent areas, the areas of the City to be swept, the start and finish of each route, the location of
 4309 each dumpsite, and any special needs, such as early starts and late finishes.
- 4310 23.1. The City Representative may provide written comments on the preliminary maps to
 4311 Contractor no later than twenty (20) Workdays after receipt of the maps from Contractor.
 4312 Contractor shall revise the maps to reflect such comments and return them to the City
 4313 Representative within twenty (20) Workdays after receipt of the City Representative's
 4314 comments.
- 4315 23.2. Upon approval by the City Representative of the final Sweeper Route maps, Contractor
 4316 shall develop and maintain the Sweeping Routes on a computerized mapping system
 4317 that is compatible with City's mapping system to the extent possible. Street Sweeping

- 4318 maps provided to the City shall be in a format that is suitable for posting to the City
4319 website.
- 4320 23.3. Changes in maps shall be provided by the City, and Contractor shall update the maps in
4321 Contractor's system every month. Such changes shall also be reflected in Contractor's
4322 printed route maps. Contractor shall submit to the City Representative, in writing, any
4323 proposed route change (including maps thereof) not less than forty-five (45) days prior to
4324 the proposed date of implementation.
- 4325 23.4. The City Representative may provide written comments to Contractor on such proposed
4326 change no later than ten (10) workdays after receipt of the proposal from Contractor, and
4327 Contractor shall revise the routes to reflect such comments and return them to the City
4328 Representative within ten (10) workdays of receipt of such comments.
- 4329 23.5. Contractor shall not implement any route changes without the prior written approval of the
4330 City Representative. If the approved route change will change the day on which street
4331 sweeping service will occur, Contractor shall notify the affected Service Recipients of
4332 route changes not less than thirty (30) workdays before the proposed date of
4333 implementation in a manner approved by the City Representative.
- 4334 24. **Other City Sweep Service.** If, during the Term, circumstances exist that require work associated
4335 with the street sweeping service program that is not specifically provided for in this Agreement,
4336 the City Representative may require Contractor to perform such other associated work ("OAW").
4337 Any changes under this section shall be treated as City-directed changes under Section 30.01.
- 4338 24.1. When Contractor performs OAW, the labor, materials, and equipment used in the
4339 performance of such work shall be subject to the prior written approval of the City
4340 Representative.
- 4341 24.2. Examples of OAW that Contractor may be required to perform include: performance of
4342 special sweeps, flood clean-up, street sanitation for parades and celebrations, City
4343 requested clean-up services, and any contingency where sweeper and supporting
4344 sweeper equipment could assist in a particular instance.
- 4345 25. **Street Sweeping Quality of Work.** The standards of performance which Contractor is obligated
4346 to meet are those good street sweeping practices which leave the service area in a debris- and
4347 dirt-free condition, and use sufficient water to avoid airborne dust arising from equipment
4348 operation.
- 4349 26. **Street Sweeping Equipment.**
- 4350 26.1. **General Provisions.** All street sweeping service equipment used by Contractor in the
4351 performance of services under this Agreement shall be of a high quality and of the
4352 vacuum type in conformance with the City's MS4 Permit. The collection vehicles shall be
4353 designed and operated to prevent collected materials from escaping from the collection
4354 vehicles. Hoppers shall be closed on top and on all sides with screening material to
4355 prevent collected materials from leaking, blowing, or falling from the collection vehicles.
4356 All sweepers shall have an operational strobe and back-up alarm and shall conform to all
4357 Federal, State, and local government safety requirements.
- 4358 26.2. **Clean Air Collection Vehicles.** During the Term, to the extent required by law, Contractor
4359 shall provide its Street Sweeping vehicles to be in full compliance with all Applicable
4360 Laws, including State and Federal clean air requirements that are adopted or proposed to
4361 be adopted, including, but not limited to, the California Air Resources Board Heavy Duty
4362 Engine Standards as currently proposed to be contained in California Code of
4363 Regulations, Title 13, Sections 2020 et seq., the Federal EPA's Highway Diesel Fuel
4364 Sulfur regulations, and all other applicable air pollution control laws.
- 4365 26.3. **Vehicle Noise Level.** All Street Sweeping operations shall be conducted as quietly as
4366 possible and must comply with Applicable Laws, including Federal EPA noise emission
4367 regulations, currently codified at Code of Federal Regulations, Title 40, Part 205.

- 4368
4369
4370
4371
4372
- 26.4. Reserve Equipment. Contractor shall have available to it, at all times, reserve collection and street sweeping service equipment that can be put into service and operation within one (1) hour of any breakdown. Such reserve equipment shall correspond in size and capacity to the equipment used by Contractor to perform Contractor's duties under this Agreement.
- 4373
4374
4375
4376
- 26.5. Condition of Equipment. All equipment shall be maintained in good mechanical condition, including brushes and brooms that shall be replaced at regular intervals. Contractor shall immediately clean any vehicle fluids (hydraulic fluids, lubricating oils, etc.) that leak or spill from equipment into the street or public right of way.
- 4377
4378
4379
4380
4381
4382
4383
- 26.6. Storage. Sweeping equipment shall not be stored in the public right of way unless mechanical failure prevents immediate removal. In the event of mechanical failure, all efforts must be made to remove the equipment from the public right of way as soon as possible. The City must approve any overnight storage in public right of way. Contractor may enter into optional Storage Agreement with City to store Sweeper equipment at City facility. In the absence of such Storage Agreement with City, sweeping equipment shall not be stored on City Property.
- 4384
- 26.7. City Inspection. All equipment is subject to inspection by the City at any time.
- 4385
4386
27. Staffing. All Street Sweeper operators shall abide by the requirements set forth in this Agreement.
- 4387
4388
4389
4390
4391
4392
28. Communication. Contractor shall have direct communication with all sweeping operators in the field, utilizing radios or cellular telephones. Each sweeper operator shall have the ability to communicate verbal information immediately to City staff, Police and Fire Department personnel, and residents, and to report illicit stormwater discharges and hazardous street or drainage conditions to the City. Contractor shall also report missed routes and citizen complaints and resolution to the City on a weekly basis, when applicable.
- 4393
4394
- 28.1. Contractor shall supply a 24-hour message telephone number to the City Traffic Engineer so that the City can notify Contractor of traffic counter installations.
- 4395
4396
- 28.2. Drivers shall be aware of their locations to raise their brooms and avoid destruction of traffic counter cables. Contractor shall use due diligence to avoid traffic counter cables.
- 4397
4398
- 28.3. All Sweepers shall have a GPS tracker located in the trucks, with all data accessible to City staff.
- 4399
4400
4401
4402
4403
29. Deficiencies and Corrections. The City may also make regular unannounced inspections of Street Sweeping locations. If a swept area is deemed to be below acceptable performance standards, the substandard section shall be re-swept within one (1) Workday of notification. Contractor shall re-sweep at their own expense. The City shall be notified of the completed re-sweep.
- 4404
4405
4406
30. City MS4 Permit. Contractor shall meet street sweeping requirements included in the City's current Stormwater Discharge Permit as it may be amended, revised, or reissued from time to time ("MS4 Permit").
- 4407
31. Storm Drain Waste Removal Service.
- 4408
4409
4410
- 31.1. General. Contractor shall provide waste removal services from the City's storm drain inlets and catch basins (all together, "storm drain inlets") to the specifications of this Section.
- 4411
4412
4413
4414
4415
4416
- 31.2. Number of Storm Drain Inlet Solid Waste Removal Locations. Contractor shall remove all Solid Waste, including Garbage, Green Waste, and street debris, from the City's storm drain inlets, including from Full Capture Devices placed inside storm drain inlets annually. The City will provide details, including location, description, and specific identification numbers, to Contractor via access to an online Geographic Information System (GIS) portal. Contractor shall include such services in the service rates set by this Agreement.

4417 The specific storm drain inlets subject to Solid Waste removal services may change
4418 annually or more frequently at the direction of the City. Contractor shall follow and comply
4419 with all Standard Operating Procedures (“SOPs”) for inspecting and cleaning City’s Full
4420 Capture Devices to ensure they are operated at a level necessary to maintain their
4421 designation as Full Capture as required by the MS4 Permit. Contractor shall consult with
4422 City’s Public Works Director regarding which SOPs are applicable to City storm drain
4423 inlets.

4424 31.3. Frequency of Service. Contractor will perform regular inspections of storm drain inlets
4425 and catch basins and will document which storm drain inlets and catch basins require
4426 Solid Waste removal services via the online GIS portal described above. Contractor shall
4427 remove all Solid Waste from all storm drain inlets within 30 (thirty) days. Contractor may
4428 limit service to a maximum of 50 inlet cleanings in any given month. If Contractor reaches
4429 the monthly maximum, resulting in marked storm drain inlets remaining uncleaned for
4430 more than 30 (thirty) days, then Contractor must notify City when maximum limit is
4431 reached. City has option to clean overage, or request Contractor to roll over overage to
4432 next month.

4433 31.4. Solid Waste Disposal and Reporting. Contractor shall Recycle or Compost the maximum
4434 amount of Solid Waste collected from storm drain inlets possible, and shall provide for
4435 such Recycling, Composting, or landfill disposal at the designated post-collection facilities
4436 described in the Agreement. Fees for Recycling, Composting, and/or landfill disposal of
4437 Solid Waste collected from storm drain inlets shall be included in the base compensation
4438 provided to Contractor. Contractor and City shall mutually agree on the reporting
4439 requirements related to street sweeping prior to the commencement of street sweeping
4440 by Contractor. Such reporting obligations may include recording the weight in pounds of
4441 each load of Solid Waste removed from storm drain inlets in a log that will include the
4442 following information: date of removal, equipment identification number, net weight in
4443 pounds of Solid Waste, and net weight disposed. Contractor shall maintain the log
4444 electronically, and shall provide an accurate copy of the log to the City with quarterly
4445 reports and at any time upon request. Contractor shall maintain the log of all weights
4446 collected for the duration of the Agreement.

4447
4448

Exhibit 14

Refuse Rate Index Methodology

- 4449
- 4450
- 4451 Labor: List all administrative, officer, operation and maintenance salary accounts.
- 4452 List payroll tax accounts directly related to the above salary accounts.
- 4453 Fuel List all fuel costs.
- 4454 Vehicle Replacement: List all Collection and Collection related vehicle depreciation accounts.
- 4455 List all vehicle lease or rental accounts related to Collection or Collection
- 4456 related vehicles.
- 4457 Vehicle Maintenance: List all Collection or Collection related vehicle parts accounts.
- 4458 All Other: List all other expense accounts related to the services provided under this
- 4459 Franchise agreement. This category includes all insurance including general
- 4460 liability, fire, truck damage, extended coverage and employee group medical
- 4461 and life; rent on property, truck licenses and permits; real and personal
- 4462 property taxes; telephone and other utilities; employee uniforms; safety
- 4463 equipment; general yard repairs and maintenance; office supplies; postage;
- 4464 trade association dues and subscription; advertising; employee retirement or
- 4465 profit sharing contributions; and miscellaneous other expenses.
- 4466 The adjustment shall be calculated in the following manner:
- 4467 1. The expenses of providing Collection Services in the Service Area for the designated fiscal period
- 4468 shall be prepared in the format described above and in set forth in the Refuse Rate Financial
- 4469 Statement Form contained in this Exhibit.
- 4470 2. The expenses of providing Collection Services in the City shall be broken down into one of the
- 4471 following five cost categories: Labor; Fuel; Vehicle Replacement; Maintenance and All Other. Each
- 4472 cost category is assigned a weighted percentage factor on that cost category's proportionate share
- 4473 of the total of the costs shown for all cost categories.
- 4474 3. The following indices are used to calculate the adjustment for each cost category. The change in
- 4475 each index is calculated on a twelve-month fiscal period in accordance with the terms of the
- 4476 Franchise agreement.

Cost Category	Index
Labor:	Series ID: cis201s000000000i (B,H), Service-Providing Industries
Fuel:	Series ID: wpu057303, Commodity Code 0573-03 No. Diesel Fuel
Vehicle Replacement:	Series ID: pcu3362113362111, Truck, bus, car and other vehicles bodies, for sale separately
Vehicle Maintenance:	Series ID: pcu3339243339243, Parts and attachments for Industrial work trucks
All Other:	Series ID: CUURS49BSA0, One hundred percent (100%) of Consumer Price Index, All Urban Consumers, All Items

4477

4478 If any index above is discontinued, it shall be replaced by the successor index designated by the index
4479 publisher, or if no successor is designated, the Contractor shall propose an index that most closely
4480 resembles the discontinued index, subject to City approval, not to be unreasonably withheld.

4481 The percentage weight for each cost category is multiplied by the change in each appropriate index to
4482 calculate a weighted percentage for each cost category. The weighted percentage changes for each cost
4483 category are added together to calculate the refuse rate index.

4484 The following page contains the Refuse Rate Financial Statement Form.
4485

DRAFT

Refuse Rate Financial Statement Form

	Total
Labor-Related Costs (including administrative, office, operations and maintenance salaries and wages)	
Regular Wages	\$0
Overtime Wages	\$0
Holiday Wages	\$0
Vacation Wages	\$0
Sick Leave Wages	\$0
Administrative and Office Salaries	\$0
Payroll Taxes	\$0
Total Labor Related-Costs	\$0
Fuel Costs	\$0
Vehicle Replacement	
Collection Vehicle Depreciation	\$0
Collection -related Vehicle Depreciation	\$0
	\$0
Vehicle-Related Maintenance Costs (do not include depreciation)	
Tires & Tubes	\$0
Parts & Supplies (fluid, oil, etc.)	\$0
Other (Please List)	\$0
	\$0
Total Vehicle-Related Maintenance Costs	\$0
Other Costs	
Liability & Property Damage Insurance	\$0
Equipment Insurance	\$0
Training & Safety Programs	\$0
Uniforms	\$0
Workers Compensation Claims	\$0
Health & Welfare	\$0
Pension/ Retirement Benefits	\$0
Property Rent	\$0
Truck Licenses and Permits	\$0
Real and Personal Property Taxes	\$0
Telephone and Other Utilities	\$0
General Yard Repairs and Maintenance	\$0
Office Supplies	\$0
Postage	\$0
Trade Association Dues and Subscriptions	\$0
Advertising	\$0
Employee Retirement or Profit Sharing Contributions	\$0
Other (Please List)	\$0
Total Other Costs	\$0
4486	\$0

Proposer's Name:					
Form K, Tab A: Single-Family Dwelling Maximum Service Rates					
Rate Schedule Effective 10/1/2025 (15-Year Term)					
SFD Trash (Note: Trash rate includes bundled rates that include 96-Gallon Recycling and 96-Gallon Organic Waste)					
Service Descriptions	Billing Frequency	20-Gallon Service Rate	32-Gallon Service Rate	64-Gallon Service Rate	96-Gallon Service Rate
Standard Single-Family Automated Cart Service <i>(Trash, Recycling, Organic Waste)</i>	per month				
Low-Income Cart Service <i>(Trash, Recycling, Organic Waste)</i>	per month				
Additional Trash Cart	each cart				
Additional Recycling Cart	each cart				
Additional Organic Waste Cart	each cart				
Restart of Service (Auto-Resume Fee)	per occurrence				
Cart Delivery	per occurrence				
Cart Removal	per occurrence				
Cart Exchange	per occurrence				
Residential Cart Replacement Fee	per occurrence				
(Insert additional service or containers)	per month				
(Insert additional service or containers)	per month				
(Insert additional service or containers)	per month				

Proposer's Name:						
Form K, Tab B: Multi-Family Dwelling Maximum Service Rates						
Rate Schedule Effective 10/1/2025 (15-Year Term)						
Multi-Family Trash (Note: Trash rate includes bundled rates that include 96-Gallon Recycling and 96-Gallon Organic Waste)						
Service Descriptions	Collection Frequency					
	1/week	2/week	3/week	4/week	5/week	6/week
32-Gallon Cart	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
64-Gallon Cart	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
96-Gallon Cart	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1-CY Bin	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2-CY Bin	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3-CY Bin	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4-CY Bin	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6-CY Bin	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Multi-family Dwelling Recycling (Additional Containers)						
32-Gallon Cart	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
64-Gallon Cart	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
96-Gallon Cart	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1-CY Bin	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2-CY Bin	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3-CY Bin	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4-CY Bin	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6-CY Bin	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Multi-family Dwelling Organic Waste (Green Waste and Food Waste) (Additional Containers)						
32-Gallon Cart	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
64-Gallon Cart	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
96-Gallon Cart	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1-CY Bin	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2-CY Bin	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3-CY Bin	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Multi-family Dwelling Yard Waste Only (if applicable) (Additional Containers)						
32-Gallon Cart	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
64-Gallon Cart	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
96-Gallon Cart	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1-CY Bin	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2-CY Bin	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3-CY Bin	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4-CY Bin	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6-CY Bin	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Multi-family Dwelling Food Waste Only (if applicable) (Additional Containers)						
32-Gallon Cart	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
64-Gallon Cart	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
96-Gallon Cart	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1-CY Bin	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2-CY Bin	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Multi-Family Dwelling Other / Additional Services						
(insert additional service or containers w/ frequency)	Per Occurrence	\$0.00				
(insert additional service or containers w/ frequency)	Per Occurrence	\$0.00				
(insert additional service or containers w/ frequency)	Per Occurrence	\$0.00				

Proposer's Name:						
Form K, Tab C: Commercial Maximum Service Rates						
Rate Schedule Effective 10/1/2025 (15-Year Term)						
Commercial Trash (Note: Trash rate includes bundled rates that include 1x/week collection of 96-Gallon Recycling and 96-Gallon Organic Waste)						
Service Descriptions	Collection Frequency					
	1/week	2/week	3/week	4/week	5/week	6/week
32-Gallon Cart	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
64-Gallon Cart	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
96-Gallon Cart	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1-CY Bin	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2-CY Bin	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3-CY Bin	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4-CY Bin	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6-CY Bin	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Commercial Recycling (Additional Containers)						
32-Gallon Cart	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
64-Gallon Cart	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
96-Gallon Cart	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1-CY Bin	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2-CY Bin	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3-CY Bin	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4-CY Bin	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6-CY Bin	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Commercial Organic Waste (Green Waste and Food Waste) (Additional Containers)						
32-Gallon Cart	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
64-Gallon Cart	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
96-Gallon Cart	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1-CY Bin	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2-CY Bin	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Commercial Yard Waste Only (if applicable) (Additional Containers)						
32-Gallon Cart	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
64-Gallon Cart	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
96-Gallon Cart	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1-CY Bin	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2-CY Bin	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3-CY Bin	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4-CY Bin	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6-CY Bin	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Commercial Food Waste Only (if applicable)						
32-Gallon Cart	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
64-Gallon Cart	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
96-Gallon Cart	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1-CY Bin	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2-CY Bin	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Commercial Other / Additional Services						
(insert additional service or containers w/ frequency)	Per Occurrence	\$0.00				
(insert additional service or containers w/ frequency)	Per Occurrence	\$0.00				
(insert additional service or containers w/ frequency)	Per Occurrence	\$0.00				

Proposer's Name:						
Form K, Tab D: Additional Services Maximum Service Rates						
Rate Schedule Effective 10/1/2025 (15-Year Term)						
Service Descriptions	Collection Frequency					
	1/week	2/week	3/week	4/week	5/week	6/week
Push Rate (Monthly)						
Push Rate - 25 feet	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Push Rate - 50 feet	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Push Rate - 75 feet	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Push Rate - 100 feet	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other Services			Roll-off Pull Rates <i>(Roll-off Containers billed on a per pull plus process or disposal rate)</i>			
Service Descriptions	Frequency	Proposed Rate				
Stinger / Scout Service Fee	Per Occurrence	\$0.00	10-Cubic-Yard Container per pull	Per Pull	\$0.00	
Locking Bin, Lock on Gate	Monthly	\$0.00	20-Cubic-Yard Container per pull	Per Pull	\$0.00	
Trip Charge/Dry Run	Per Occurrence	\$0.00	30-Cubic-Yard Container per pull	Per Pull	\$0.00	
Restart of Service (auto resume fee)	Per Occurrence	\$0.00	40-Cubic-Yard Container per pull	Per Pull	\$0.00	
Setup Fee	Per Occurrence	\$0.00				
Delivery Charge	Per Occurrence	\$0.00				
Delivery Charge Commercial Carts	Per Occurrence	\$0.00				
Removal	Per Occurrence	\$0.00				
Exchange Fee	Per Occurrence	\$0.00				
Recycling Contamination Fee	Per Occurrence	\$0.00				
Organics Contamination Fee	Per Occurrence	\$0.00				
Overage Fee	Per Occurrence	\$0.00				
Emergency Services (Section 20.01)	Per Occurrence	\$0.00				
(insert additional service w/frequency)	Per Occurrence	\$0.00				
(insert additional service w/frequency)	Per Occurrence	\$0.00				
(insert additional service w/frequency)	Per Occurrence	\$0.00				

Proposer's Name:						
Form K, Tab E: Startup Capital Costs						
Startup Capital Expenses						
Capital Expense Description	Residential		Commercial		Roll-Off	
	Number Each	Price/Unit	Number Each	Price/Unit	Number Each	Price/Unit
Front End Loader	-	\$0.00	-	\$0.00	-	\$0.00
Automated Side Loader	-	\$0.00	-	\$0.00	-	\$0.00
Roll-Off Truck	-	\$0.00	-	\$0.00	-	\$0.00
Scout Truck	-	\$0.00	-	\$0.00	-	\$0.00
Other (Describe):	-	\$0.00	-	\$0.00	-	\$0.00
32-Gallon Cart	-	\$0.00	-	\$0.00	-	\$0.00
64-Gallon Cart	-	\$0.00	-	\$0.00	-	\$0.00
96-Gallon Cart	-	\$0.00	-	\$0.00	-	\$0.00
1-CY Bin	-	\$0.00	-	\$0.00	-	\$0.00
1.5-CY Bin	-	\$0.00	-	\$0.00	-	\$0.00
2-CY Bin	-	\$0.00	-	\$0.00	-	\$0.00
3-CY Bin	-	\$0.00	-	\$0.00	-	\$0.00
4-CY Bin	-	\$0.00	-	\$0.00	-	\$0.00
6-CY Bin	-	\$0.00	-	\$0.00	-	\$0.00
10-CY Roll-Off	-	\$0.00	-	\$0.00	-	\$0.00
20-CY Roll-Off	-	\$0.00	-	\$0.00	-	\$0.00
30-CY Roll-Off	-	\$0.00	-	\$0.00	-	\$0.00
40-CY Roll-Off	-	\$0.00	-	\$0.00	-	\$0.00
Other Capital Expenses						
Expense Description	Residential		Commercial		Roll-Off	
	Number Each	Price/Unit	Number Each	Price/Unit	Number Each	Price/Unit
Other (Describe):	-	\$0.00	-	\$0.00	-	\$0.00
Other (Describe):	-	\$0.00	-	\$0.00	-	\$0.00
Total Anticipated Startup Capital Costs	-	\$0.00	-	\$0.00	-	\$0.00

Proposer's Name:		
Form K, Tab F: Proposal Service Alternatives and Agreement Exceptions		
Rate Schedule Effective 10/1/2025 (15-Year Term)		
Service Alternatives		
Service Alternative Description	Frequency	Proposed Rate
(insert additional service)	Each Occurrence	\$0.00
(insert additional service)	Each Occurrence	\$0.00
(insert additional service)	Each Occurrence	\$0.00
(insert additional service)	Each Occurrence	\$0.00
(insert additional service)	Each Occurrence	\$0.00
(insert additional service)	Each Occurrence	\$0.00
(insert additional service)	Each Occurrence	\$0.00
(insert additional service)	Each Occurrence	\$0.00
(insert additional service)	Each Occurrence	\$0.00
(insert additional service)	Each Occurrence	\$0.00
Agreement Exceptions		
Agreement Exception Description	Frequency	Proposed Rate
(insert exception and how the proposed Maximum Service Rates would be affected)	Each Occurrence	\$0.00
(insert exception and how the proposed Maximum Service Rates would be affected)	Each Occurrence	\$0.00
(insert exception and how the proposed Maximum Service Rates would be affected)	Each Occurrence	\$0.00
(insert exception and how the proposed Maximum Service Rates would be affected)	Each Occurrence	\$0.00
(insert exception and how the proposed Maximum Service Rates would be affected)	Each Occurrence	\$0.00
(insert exception and how the proposed Maximum Service Rates would be affected)	Each Occurrence	\$0.00
(insert exception and how the proposed Maximum Service Rates would be affected)	Each Occurrence	\$0.00
(insert exception and how the proposed Maximum Service Rates would be affected)	Each Occurrence	\$0.00
(insert exception and how the proposed Maximum Service Rates would be affected)	Each Occurrence	\$0.00
(insert exception and how the proposed Maximum Service Rates would be affected)	Each Occurrence	\$0.00

**Attachment 2a:
Waste Delivery Agreement with Republic Services,
Including Recology's Concurrence**

WASTE DELIVERY AGREEMENT

by and between

CITY OF SEBASTOPOL

and

REPUBLIC SERVICES OF SONOMA COUNTY,

INC.

000001

EXHIBITS

- A. Description of Landfill Land**
- B. Exclusions from Committed City Waste**
- C. Franchised Hauler Agreement to Be Bound**
- D. Contractor Gate Rates**
- E. Scope of Services to be Provided by Contractor**
- F. Corporate Guaranty**
- G. Committed Cities Contingent Fee Agreement**

WASTE DELIVERY AGREEMENT

This Waste Delivery Agreement (this “Agreement”) is executed as of DECEMBER 2, 2014, by and between the City of SEBASTOPOL, a municipal corporation organized under the laws of the State of California (“City”), and Republic Services of Sonoma County, Inc., a Delaware corporation (“Contractor”). The City and Contractor are jointly referred to herein as the “Parties,” or individually as a “Party.” [Note: All references to “city” or “cities” herein shall include the City of Sebastopol.]

RECITALS:

WHEREAS, the County of Sonoma owns the Central Landfill, the Central Transfer Station and a network of four other solid waste transfer stations in Annapolis, Guerneville, Healdsburg, and Sonoma (the “County Facilities”), which have historically provided for the Waste Disposal needs of the County and the cities in Sonoma County; and

WHEREAS, the County wishes to contract with Contractor for the continued permitting, construction, and operation of these County Facilities, for construction of a new materials recovery facility within the Central Transfer Station building (which, when constructed, shall become part of the “County Facilities”) and, ultimately, for the closure and post-closure of all of the Central Landfill in accordance with Applicable Law; and

WHEREAS, on March 14, 2013, the County of Sonoma obtained valid Waste Discharge Requirements No. R1-2013-0003 from the North Coast Regional Water Quality Control Board for operation, corrective action, new construction, and closure of the Central Landfill; and

WHEREAS, the Contractor has the expertise and resources to undertake these obligations requested by the County and is willing to do so, provided that the County and a sufficient number of cities in the County commit the delivery of their Waste to Contractor and the County Facilities; and

WHEREAS, on April 23, 2013, Contractor entered into an agreement with the County of Sonoma entitled “Agreement for Operation of the Central Landfill and County Transfer Stations,” (“County Operations Agreement”), whereby Contractor has agreed, subject to various conditions including Contractor receiving adequate Waste delivery commitments from the cities in the County, to operate the Central Landfill, Central Transfer Station, Materials Recovery Facility and the County’s other Transfer Stations to provide for the Waste Disposal needs of the communities in Sonoma County; and

WHEREAS, in order to satisfy a condition to the effectiveness of the County Operations Agreement and to obtain the benefits of Contractor’s performance thereunder, the City has agreed to deliver its Committed City Waste, which is hereinafter defined, to the Contractor and the County Facilities for a minimum period of twenty five (25) years, subject to the terms and conditions in this Waste Delivery Agreement; and

WHEREAS, the effectiveness of this Waste Delivery Agreement is likewise contingent on the execution of the Amended County Operations Agreement, the execution of individual Waste Delivery Agreements with the Cities of Cloverdale, Cotati, Healdsburg, Rohnert Park, Santa Rosa, Sebastopol, and Sonoma and the Town of Windsor, as well as their individual Settlement Agreements with the County of Sonoma concerning alleged liability relating to the County Facilities.

NOW, THEREFORE, taking into account the foregoing Recitals and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS

Initially capitalized words, terms and phrases in this Agreement shall have the meanings set forth below. As used herein, “including” (and with correlative meaning “include”) means including without limiting the generality of any description preceding such term. The word “and” as used in these definitions means both “and” and “or,” so that it includes both the conjunctive and the disjunctive. Definitions may be used in this Agreement in their singular or plural form. Any capitalized terms that are not defined in this Agreement but are defined in the County Operations Agreement shall have the same meaning as defined in the County Operations Agreement.

Adjustment Date “Adjustment Date” means each anniversary of the Effective Date.

Applicable Law “Applicable Law” or “Applicable Laws” means any (a) statute, law, code, regulation ordinance, rule or common law, including Environmental Laws, (b) Permit(s), (c) binding judgment, or binding judicial or administrative order or decree, (d) written directive, guideline, policy, requirement or other restriction imposed by any Governmental Authority, or (e) similar form of decision of or determination by, or any written interpretation or administration of any of the foregoing by, any Governmental Authority, in each case, which is applicable to or has an impact on this Agreement, the County Facilities, the Land or any Party as it relates to this Agreement, whether taking effect before or after the Execution Date.

Assigned Contracts “Assigned Contracts” means those written agreements, which, pursuant to the County Operations Agreement, are assigned by County to Contractor and expressly assumed by Contractor.

Base Concession Payment “Base Concession Payment” means the base concession payments paid by Contractor to the County as defined in the County Operations Agreement, during the initial 20 year term of this Agreement, in consideration for the County’s granting Contractor an exclusive right and concession to operate the County Facilities under the County Operations Agreement.

Baseline Administrative Costs “Baseline Administrative Costs” means the actual baseline administrative costs related to (i) the County’s costs to comply with, implement, and/or maintain any and all County Operations Agreement duties and obligations after the County Operations Agreement is effective; (ii) the County’s costs to comply with, implement, maintain and/or enforce all requirements and obligations under its Settlement Agreement with the Committed Cities, including any and all costs associated with County’s administration of all Funds, including the Committed Cities Contingent Liability Fund (as defined in the Settlement Agreement); and (iii) the County’s costs to oversee and maintain work required as a result of the Former Urban Landfills Liability (as defined in the Settlement Agreement), including all consultant and contractor work

000004

required as a result of the Former Urban Landfills Liability. The initial estimated Baseline Administrative Costs, which represent less than 30% of the County's Fiscal Year 2011/2012 budget for the entire solid waste division, is set forth in Exhibit E to the Settlement Agreement with the Committed Cities.

Beneficial Reuse Materials "Beneficial Reuse Materials" means materials that are incorporated into the operations of the County Facilities in accordance with Applicable Law, including but not limited to material used as or for Alternative Daily Cover, daily or intermediate soil cover, construction of drainage and erosion controls, retaining walls, French drains, sedimentation basins, roads, all weather surfaces, or other non-disposal, beneficial reuse. The term shall not include materials converted for purposes of producing energy or other products.

Central Landfill "Central Landfill" means the landfill located on a portion of the Landfill Land and that is more fully described in Exhibit A.

Central Transfer Station "Central Transfer Station" means the Transfer Station located on the Landfill Land.

Change in Law "Change in Law" means (a) the adoption of any Applicable Law after the Execution Date, or (b) any change in any Applicable Law or in the interpretation or application thereof by any Governmental Authority after the Execution Date which, in the case of both clauses (a)-(b), impacts the Landfill, Transfer Stations and/or Materials Recovery Facility, and/or Contractor's operations hereunder, including changes arising out of AB 32 relating to climate change, greenhouse gas management or reduction. "Change in Law" excludes (1) any change in or new Applicable Law proposed or pending (in the current legislative session as of the Execution Date), passed or adopted but not yet effective as of the Execution Date or which was later enacted in similar form (except for new or increased Governmental Fees that become effective after the Execution Date, which shall be reflected as an adjustment in Contractor's Gate Rates consistent with this Agreement); and (2) any existing Applicable Law issued pursuant to the Regulation to Reduce Emissions of Diesel Particulate Matter, Oxides of Nitrogen and Other Criteria Pollutants, and Greenhouse Gases from In-Use Heavy Duty Diesel-Fueled Vehicles, Cal. Code Regs, title 13, section 2025.

City "City" means a city or town (including the Town of Windsor) located in the County and, as applicable based on the context in which this term is used, includes a city's or town's jurisdictional boundaries, and as those boundaries are hereafter extended through annexation.

Closed County Landfills "Closed County Landfills" means the former County landfills, some of which are located immediately adjacent to or under the Transfer Stations (other than the Central Transfer Station), and include the Annapolis, Guerneville, Occidental, Airport, Sonoma, Healdsburg, and Roblar landfills. The Central Landfill is not a "Closed County Landfill" for purposes of this Agreement.

Closure "Closure" means the process by which the Landfill, or a portion of the Landfill, that is no longer receiving Waste, undergoes all operations as required by the approved closure plan and Applicable Law to prepare the Landfill (or portion thereof as appropriate) to enable it to undergo Post-Closure. Closure shall not be complete until the Closure Date.

Closure and Post-Closure Obligations "Closure and Post-Closure Obligations" means any and all obligations related to Closure and Post-Closure of the Landfill required by (i) Applicable Law including (A) any obligation to decommission, deactivate, demolish, seal, cover,

000005

grade, landscape, monitor, clean, remediate, excavate, investigate, analyze, test, maintain or close the Landfill or any portion thereof, and (B) the obligation to fund, deposit and maintain Financial Assurances. Closure and PostClosure Obligations shall remain until the Closure Date and Post-Closure Date respectively.

Closure Commencement Date “Closure Commencement Date” means the date which is concurrent with the end of the Committed Waste Period, or if Contractor’s operations are extended in accordance with the County Operations Agreement the County Facilities Operations Period, when among other things Contractor ceases accepting all Waste for Disposal at the Landfill.

Closure Date “Closure Date” means the date on which all Governmental Authorities with jurisdiction over Closure of the Landfill have accepted the Contractor’s certification that the Landfill has been closed in accordance with Applicable Law, or alternatively when all such Governmental Authorities or the County have indicated in writing that Closure of the Landfill has been completed.

Commercial Food Waste “Commercial Food Waste” means all Food Waste except for Residential Food Waste.

Committed City “Committed City” means a City that has executed a Waste Delivery Agreement. “Committed Cities” shall be the plural of Committed City.

Committed City Contingent Liability Fee “Committed City Contingent Liability Fee” means the fee to be charged on each ton of Committed Cities Waste as set forth in the Committed Cities Contingent Liability Fund Agreement attached hereto as Exhibit G and transferred to the County to hold in trust for the Cities in accordance with the terms of the Settlement Agreement between the County and the Committed Cities.

Committed City Waste “Committed City Waste” means, as to each Committed City, Waste from the jurisdictional area of such Committed City that is described in this Agreement (excluding all exclusions therefrom as set forth in Exhibit B) for such Committed City and collected and hauled by the Committed City or the City’s Franchised Haulers or by any other person or Entity over which the City has Flow Control. Committed City Waste shall also include any residual waste or other materials requiring Disposal remaining after the processing of Source Separated Recyclable Material, Generic Recyclable Materials or Waste collected in a Committed City at any Prime Subcontractor’s and its Affiliates’ or other entity’s recycling and material recovery facility in or outside of Sonoma County that is processing Source Separated Recyclables or Waste collected under a Franchise Agreement.

Committed Waste “Committed Waste” means Committed City Waste and Committed County Waste.

Committed Waste Period “Committed Waste Period” means the first twenty five (25) years of Contractor’s operations under this Agreement during which the County and the Committed Cities agree to deliver their respective Waste to Contractor for Disposal under this Agreement; and any extensions thereof pursuant to Section 3.2.

Compost Facility “Compost Facility” means the compost facility located on a portion of the Landfill Land. The boundaries of the Compost Facility are more particularly described in Section 4.2B of the County Operations Agreement.

Construction and Demolition Wastes “Construction and Demolition Wastes” means

wood, wallboard, ferrous and non-ferrous metals, glass, any fibrous material (including paper, cardboard, newspaper), plastic, concrete and other Recyclable Materials and Wastes generated by residential, commercial and industrial demolition, remodeling and construction activities.

Contractor “Contractor” means Republic Services of Sonoma County, Inc., a subsidiary of Republic Services, Inc.

County “County” means the County of Sonoma.

County Administrative Costs Fund “County Administrative Costs Fund” means the monies collected from the Base Concession Payments that are allocated to pay for the County Administrative Costs.

County Administrative Fee “County Administrative fee” means the Baseline Administrative Costs plus any Unexpected Administrative Costs (as defined in the Settlement Agreement between the County and the Committed Cities).

County Facilities “County Facilities” means the Central Landfill, the Transfer Stations, and/or the Materials Recovery Facility. As of the Execution Date of this Agreement, “County Facilities” do not include the Compost Facility or the Household Hazardous Waste Facility. In the event County exercises its option in Article 7 of the County Operations Agreement to have Contractor control the operations of the Compost Facility and/or the Household Hazardous Waste Facility, and the Contractor agrees in writing to do so, then such facility(ies) shall be deemed to be included in the definition of “County Facilities”.

County Facilities Operations Period “County Facilities Operations Period” means the period after the expiration of the initial twenty-five year Committed Waste Period during which Contractor may operate either the Central Facilities or all County Facilities as provided in the County Operations Agreement, (which may include periods during which some or all of the County and Committed Cities may renew their commitment to deliver Waste to the County Facilities).

County Operations Agreement “County Operations Agreement” means the Agreement entered into by and between Republic Services of Sonoma County, Inc. and the County of Sonoma entitled “Agreement for Operation of the Central Landfill and County Transfer Stations,” executed on April 23, 2013, and as it may be amended from time to time.

County Transfer Stations “County Transfer Stations” means the Annapolis, Central, Guerneville, Healdsburg, and Sonoma Transfer Stations.

CPI “CPI” means the Consumer Price Index published by the United States Department of Labor, Bureau of Labor Statistics, “All Items” for All Urban Consumers in the San Francisco-Oakland-San Jose metropolitan area (1982-1984=100). If the CPI index is no longer in effect, the successor index that replaces the CPI index will be utilized for purposes of this Agreement.

Disposal “Disposal”, “Dispose” or “Disposed” means the final disposition of Waste by burial.

Effective Date “Effective Date” means the date upon which all conditions to the effectiveness of the Amended County Operations Agreement and to this Agreement, as described in Article 4, have been fully satisfied.

Environmental Conditions “Environmental Conditions” means:

- (a) **With respect to the Landfill**, the presence, release, threat of release or existence of

Hazardous Substances, pollutants, contaminants, Leachate, and Landfill Gas introduced into, on, over, about or from (i) the Landfill Land; and (ii) the air, soil, surface impoundments, ditches, trenches, surface water, water runoff, storm water runoff, groundwater and/or drinking water at the Landfill Land; in all cases set forth in clauses (i)-(ii), existing prior to or as of the Effective Date and during the Term, which are required to be addressed under Applicable Law.

(b) **With respect to the Transfer Stations and Materials Recovery Facility**, the presence, release, threat of release or existence of Hazardous Substances, pollutants, contaminants, and Grey Water through air, soil, surface impoundments, ditches, trenches, surface water, water runoff, storm water runoff, groundwater, improvements, buildings, structures, fixtures, machinery and/or equipment to or from the Land, resulting from operation of these Transfer Stations or the Materials Recovery Facility during the Committed Waste Period and any County Facilities Operations Period which are required to be addressed under Applicable Law. With respect to these Transfer Stations and the Materials Recovery Facility, “Environmental Conditions” excludes any migration or contamination of Hazardous Substances, pollutants, contaminants, leachate and/or landfill gas or other hazardous conditions caused by or associated with the Closed County Landfills.

(c) **With respect to the Transportation of Waste**, the spill or release of Waste or Waste contact liquids from vehicles used by Contractor or its Prime Subcontractor in the performance of this Agreement.

(d) Unless the County exercises its option in Article 7 of the County Operations Agreement to have Contractor control the operations of the Compost Facility, Future Compost facility and/or the Household Hazardous Waste Facility, and Contractor agrees in writing to do so, then the definition of “Environmental Conditions” shall not include the presence, release, threat of release or existence of Hazardous Substances, pollutants, contaminants, compost leachate, or nuisances, arising prior to, from or after the Effective Date to the extent they are caused by or result from the presence or operation of the Compost Facility, Future Compost Facility, the Household Hazardous Waste Facility, or any other composting operation allowed by County on the Land.

Environmental Laws “Environmental Laws” means any Applicable Law, as in effect from time to time, relating to air quality, water quality (including surface water, storm water, groundwater, drinking water, and wastewater discharges), Hazardous Substances, Waste, Green Waste or Yard Waste, Household Hazardous Waste, Food Waste, Medical and Infectious Waste, Mixed Waste, Recyclable Materials, Organic Material, Landfill Gas, Leachate, Financial Assurance and similar environmental matters, including, but not limited to, the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. § 9601 et seq.), the Hazardous Materials Transportation Act (49 U.S.C. § 1801 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.), the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), the Clean Air Act (42 U.S.C. § 7401 et seq.), the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.), the Oil Pollution Act (33 U.S.C. § 2701 et seq.) the Emergency Planning and Community Right-to-Know Act (42 U.S.C. § 11001 et seq.), the Porter-Cologne Water Quality Control Act (Cal. Wat. Code § 13020, et seq.), the Safe Drinking Water and Toxic Enforcement Act of 1986 (Cal. Health & Safety Code § 25249.5, et seq.), the Hazardous Substance Account Act (Cal. Health & Safety Code § 25300, et seq.), the California Integrated Waste Management Act of 1989 (Cal. Public Resources Code § 40000 et seq.), Cal. Health & Safety Code § 39000 et seq., 14 Cal. Code of Regulations § 18010 et seq., 23 Cal. Code of Regulations § 2510 et seq., 27 Cal. Code of Regulations § 20005 et seq., and the Hazardous Waste Control Act (Cal. Health & Safety Code § 25100, et seq.).

Execution Date “Execution Date” means the date first above written, which shall be deemed the date by which duly authorized representatives of the City and Contractor have all signed this Agreement.

Flow Control “Flow Control” means the legal ability of the County or of a City to deliver, or cause an Entity to deliver, Waste to a solid waste facility. The County or a City may have “Flow Control” by means of a contract, franchise, permit, authorization or license issued by the County or City, respectively, to an Entity, or it may also exist by reason of Applicable Law.

Food Waste “Food Waste” means material that will decompose or putrefy including pre and post-consumer kitchen and table food scraps; animal or vegetable waste that is generated during or results from the storage, preparation, cooking or handling of food stuffs; fruit waste; grain waste; dairy waste; meat and fish waste; paper or waxed cardboard contaminated with various food waste. This material can be generated at residential and commercial Premises including restaurants, grocery stores and other food processing facilities.

Force Majeure Event “Force Majeure Event” means the occurrence of any of the following events that materially and adversely affects Contractor’s ability to perform obligations under this Agreement or Contractor’s costs in operating the County Facilities, provided that such events (or the effects of such events) could not have been avoided by the exercise of due diligence or reasonable efforts by Contractor or Prime Subcontractor and subject to notice requirements and the duty to mitigate through the most economical means practical: (a) war (including civil war and revolution), invasion, armed conflict, violent act of foreign enemy, military or armed blockade, or military or armed takeover of the Facility, in each case occurring within the State of California; (b) any act of terrorism or sabotage, in each case occurring within the State of California; (c) biological contamination, nuclear explosion or nuclear contamination; (d) fire, explosion, flood, earthquake, landslide, fissure, volcanic activity, tsunami, ionizing radiation that causes direct physical damage to a County Facility or to all of the transportation routes to and from a County Facility; (e) a national strike or local strike not directed at Contractor (and excluding any strike within the control of Contractor); (f) the inability of or refusal by the Water Treatment Plant to accept some or all of the Leachate from the Landfill, or some or all of the liquids from the Compost Facility or Future Compost Facility that Contractor agrees may be delivered to the Water Treatment Plant through the Leachate Pipeline; (g) the unavailability for any reason of the Leachate Pipeline or the Cotati sewer line to convey to the Water Treatment Plant some or all of the Leachate from the Landfill, or some or all of the liquids from the Compost Facility or Future Compost Facility that Contractor agrees may be delivered; (h) any percentage increase in diesel fuel costs, starting from a baseline of \$5 per gallon, that is more than the percentage CPI increase for Contractor’s Service Fees that Contractor has accumulated at any given point in time and that Contractor has incurred as a result of increased payments made to the Prime Subcontractor in accordance with the Prime Subcontract; and (i) an illegal or criminal act, not caused by Contractor or its agents, that causes direct damage to a County Facility or its access or which otherwise interferes with Contractor’s performance of this Agreement.

Franchised Hauler “Franchised Hauler” means a person or Entity that collects and hauls Waste pursuant to a contract, franchise, permit, authorization or license issued by the City, and as such franchises, licenses, contracts, permits and authorizations may be amended from time to time, or pursuant to any other means of Flow Control exercised by the City. Should the City elect during

the Term to have its Waste delivered to the County Facilities using City forces, the City shall be treated as the “Franchised Hauler” for purposes of this Agreement.

Gate Rates or Contractor's Gate Rates "Gate Rates" or "Contractor's Gate Rates" mean those rates, fees, or charges, whether expressed as per-ton tipping fees or other charges, charged to customers (which includes the City's Franchised Hauler) of any of the County Facilities. The initial Gate Rates or Contractor's Gate Rates that shall be charged by Contractor after the Effective Date shall be those set forth in Exhibit D.

Generic Recyclable Material “Generic Recyclable Material” means glass, bottles, plastic, metal, cardboard, newspaper, fibrous material that is typically generated from residential Premises and many commercial Premises, collected under the terms and conditions of a Franchise Agreement and which is Source Separated with the intention of being delivered to a processing facility for subsequent processing, recycling, and diversion. “Generic Recyclable Material” does not include Source Separated Commercial Food Waste, which shall be a part of Committed City Waste. Generic Recyclable Material is excluded from Committed City Waste.

Governmental Authority “Governmental Authority” and “Governmental Authorities” mean either individually or collectively any federal, state, local or other governmental, regulatory or administrative agency, governmental commission, department, board, subdivision, court, tribunal, other governmental arbitrator or arbitral body or other public agency.

Green Waste or Yard Waste “Green Waste” or “Yard Waste” shall have the meaning set forth in that certain Joint Powers Agreement dated February 11, 1992 by and among the County and the Cities of Sonoma County which defines it as “any wastes generated from the maintenance or alteration of public, commercial or residential landscapes including, but not limited to, yard clippings, leaves, tree trimmings, pruning, brush, and weeds.”

Hazardous Substances “Hazardous Substances” means any waste, chemical, material or substance that is listed or regulated, whether presently or in the future, under Environmental Laws as a “hazardous” or “toxic” substance, including “hazardous substances” as defined in 42 United States Code section 9601 (14) and “hazardous waste” as defined in California Health and Safety Code section 25117 and 25117.9.

Household Hazardous Waste “Household Hazardous Waste” shall have the meaning set forth in Health and Safety Code § 25218.1(e) and California Code of Regulations, Title 14, Division 7, Chapter 7, Article 1.1, § 18502, or successor laws and regulations as may be amended from time to time.

Household Hazardous Waste (HHW) Facility “HHW Facility” means a facility that manages and stores Household Hazardous Waste, which is currently located on a portion of the Landfill Land.

Indemnified Claim “Indemnified Claim” means any claim specifically described in Article 6 that is covered by one of the Parties’ respective indemnity obligations set forth in Article 6.

Landfill “Landfill” means that certain landfill located on the portion of the Land described on G-1 to the County Operations Agreement and commonly known as the Central Landfill. To the extent that the landfill boundaries are altered over time, the landfill, as altered, shall be considered as part of the “Landfill”.

Landfill Land “Landfill Land” means that certain real property located in the County of Sonoma, which is comprised of approximately 432 acres.

Market Rates “Market Rates” as it relates to transfer station and Transportation services shall mean the prevailing average rates (net of franchise fees, use permit fees, and other governmental fees, surcharges, taxes and assessments) in the nine San Francisco Bay Area counties for transfer station and Transportation services with a scope substantially similar to those to be provided to a City by Contractor.

Materials Recovery Facility “Materials Recovery Facility” or “MRF” means that portion of the Central Transfer Station building interior that will contain materials recovery and processing equipment for the purposes of sorting Recyclable Materials from Waste.

Medical and Infectious Waste “Medical and Infectious Waste” means biomedical waste generated at hospitals, public or private medical clinics, dental offices, research laboratories, pharmaceutical industries, blood banks, mortuaries, veterinary facilities and other similar establishments including waste regulated pursuant to the California Medical Waste Management Act.

Mixed Waste “Mixed Waste” means Waste that includes both Recyclable Materials and Waste in varying proportions.

Occupant “Occupant” means a Person who may or may not hold the legal title to real property constituting the Premises, including businesses or other entities, and who permanently or temporarily lives, works, or operates a business or other venture at the Premises.

Permits “Permits” means the Solid Waste Facilities Permits, the Waste Discharge Requirements applicable to the Landfill Land (but excluding the portion of the Landfill Land used for operation of the Compost Facility and the Household Hazardous Waste Facility), the permits listed on and included within Exhibit H to the County Operations Agreement and all other necessary permits, licenses, consents, orders, certificates, authorizations, waivers, approvals and variances issued by a Governmental Authority including, in each case, all agreements, mandates, requirements, and directives related thereto, applicable to the ownership, operation and management of the County Facilities, currently in effect or issued after the Execution Date (including any transfers, modifications, successors or reissuances thereof).

Permitted Disposal Capacity “Permitted Disposal Capacity” means the capacity of the Landfill to Dispose of additional Waste (in addition to the Waste already Disposed of and in place at the time in question) under Permits in effect as of the Execution Date, as well as any additional Disposal capacity allowed in any and all future Permits.

Person “Person” means any individual, business, firm, association, organization, partnership, public or private corporation, trust, joint venture, political subdivision, special purpose district, the County of Sonoma, or public or Governmental Authority.

Post-Closure “PostClosure” means all activities undertaken at the Landfill following Closure to maintain the integrity of the containment features and to monitor compliance with applicable performance standards which are required for Post-Closure of the Landfill under the closure plan and Applicable Law. Post-Closure shall not be complete until the Post-Closure Date.

Post-Closure Date “Post-Closure Date” means the date on which all Governmental Authorities with jurisdiction over PostClosure of the Landfill have accepted the Contractor’s

certification that the Post-Closure and any then required Remediation work has been completed in accordance with Applicable Law, or alternatively when all such Governmental Authorities or the County have indicated in writing that the Remediation and PostClosure of the Landfill has been completed.

Premises “Premises” means any land or building in the City where Committed City Waste is generated.

Recyclable Materials “Recyclable Materials” means glass, fibrous material (including paper, cardboard, newspaper), wood, green waste and organic material, food waste, concrete, plastic, ferrous and non-ferrous metal, aluminum, used motor oil and filters, and any other materials that are Recycled. Recyclable Materials does not include Waste that is not actually Recycled.

Recycle “Recycle”, “Recycled” and “Recycling” each mean and refer to the process of collecting, sorting, cleansing, treating, and/or reconstituting Recyclable Materials and Mixed Wastes and 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.

Residential Food Waste “Residential Food Waste” means all Food Waste generated by persons owning or occupying single-family homes or residential structures with no more than four separate residential living units.

Self-Haul Waste “Self-Haul Waste” means all Waste, Special Waste and Beneficial Reuse Materials that are delivered to the County Facilities other than Committed County Waste and Committed City Waste.

Source Separated “Source Separated” means materials separated from an Occupant’s Waste and placed in designated colored containers at the Occupant’s Premises with the intention of diversion for a beneficial use, and which are collected by the City’s Franchised Hauler but are not part of the City’s waste delivery commitment. Source Separated materials include Generic Recyclable Materials, Wood Waste, Green Waste, and Residential Food Waste, that has no more than ten percent (10%) maximum residue that is not Recyclable Material.

Special Waste “Special Waste” means any non-hazardous solid, liquid, semi-solid, gaseous material and associated containers which would not normally be disposed of by a municipal garbage removal and disposal system, which by way of example would include materials generated as a direct or indirect result of an industrial process or from the removal of contaminants(s) from the air, water or land. “Special Waste” includes any Waste from a non-residential source that includes, but is not limited to any of the following: industrial process waste, pollution control waste, incinerator residues, ash, spent catalyst, coke, biosolids; tires, bottom settlements and water from storage tanks, oily silt, gasoline additive residues, tars, oils, grease, contaminated soil, contaminated wood, dead animals, residue, debris, articles from the cleanup of a spill or release of materials listed in this section, and regulated asbestos-containing material as defined in 40 CFR 61.141.

Term “Term” means the duration of this Agreement, as specified in Sections 3.1 and 3.2.

Transfer Stations “Transfer Stations” means those certain County-owned facilities that receive and temporarily store Committed City Waste and then transfer such materials onto larger vehicles for Transport. The Transfer Stations include the Central Transfer Station, Annapolis

Transfer Station, Healdsburg Transfer Station, and Sonoma Transfer Station, but expressly exclude the Closed County Landfills.

Transport “Transport,” “Transported” and “Transportation” means the conveyance of Franchised Materials Collected from the point of Collection to an Approved Processing Facility, Designated Recyclables Trans-Load Facility, or Approved Transfer Station or from the Approved Transfer Station to an Approved Processing Facility or to the Approved Disposal Facility.

Unpermitted Material “Unpermitted Material” means Hazardous Substances, Medical and Infectious Waste, and all other Waste that the County Facilities may not receive under Applicable Law.

Waste “Waste” means all putrescible and non-putrescible solid, semi-solid and associated liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes; discarded non-hazardous home and industrial appliances; dewatered, treated or chemically fixed non-hazardous biosolids; Special Waste; manure; vegetable or animal solid and semi-solid wastes; other discarded solid and semi-solid wastes; Mixed Waste; Construction and Demolition Wastes; Recyclable Materials, organic material, Food Waste, Beneficial Reuse Material, agricultural wastes; landscaping wastes and nonhazardous industrial wastes; residual waste from processing and any other types of Waste allowed by the Permits. Waste does not include (i) Hazardous Substances; (ii) Medical and Infectious Waste; and (iii) other Unpermitted Material that is not allowed by Permit to be received at a facility to which it is delivered.

Waste Delivery Agreement “Waste Delivery Agreement” means any agreement between Contractor and the County or any city or town in Sonoma County that has substantially the same form as this Agreement.

Wood Waste “Wood Waste” shall have the meaning set forth in that certain Joint Powers Agreement dated February 11, 1992 by and among the County and the Cities of Sonoma County which defines it as “solid waste consisting of wood pieces or particles which are generated from the manufacturing or production of wood products, harvesting, process or storage of raw wood materials, or construction and demolition activities”.

2. DELIVERY AND ACCEPTANCE OF WASTE

2.1. Commitment to Deliver Committed City Waste to County Facilities

(a) Commencing on the Effective Date and throughout the Term of this Agreement, the City shall exercise all legal and contractual power and authority which it may possess to deliver or cause the delivery to the Contractor and the County Facilities of all Committed City Waste, except for those categories of Waste excluded from such commitment in Section 2.2 below and Exhibit B. A City shall not avoid its commitment to deliver Committed City Waste under this Agreement by entering into a new primary hauler contract or by adopting an ordinance, resolution or other local rule that provides that Committed City Waste shall not be required to be directed to the Central Landfill.

(b) Without limiting the generality or scope of the definition of Waste, this waste delivery commitment includes the following categories of Waste generated in the City: non-

Recyclable Materials, Mixed Waste, Beneficial Reuse Materials, and generally all Waste currently directed to the Central Landfill or County Facilities pursuant to the current City collection franchise agreement, subject to the exclusions below in Section 2.2 and Exhibit B.

(c) The City shall exercise its Flow Control powers to fulfill the entirety of its waste delivery commitment to Contractor throughout the Term of this Agreement.

(d) This commitment for delivery of Committed City Waste by the City is not a guaranty that any specific quantity of Waste will be delivered to Contractor and the County Facilities. This Agreement does not represent a “put or pay” arrangement in which the City or its Franchised Hauler must make a fixed or minimum monthly or annual payment to Contractor regardless of the actual amount of Waste deliveries made to Contractor under this Agreement. Contractor acknowledges that the actual Waste deliveries to Contractor and the County Facilities may be higher or lower than its projections, proposal assumptions or historical averages.

(e) Contractor shall accept all Committed City Waste described in this Agreement, except for Unpermitted Material, delivered to any of the County Facilities for transfer, processing, recycling and/or disposal, in accordance with the respective rules and operating hours of each such County Facility.

(f) For the Term of this Agreement, the Gate Rate at the Central Landfill shall be fixed by the terms of Article 11 and other sections of the County Operations Agreement and be inclusive of any costs associated with the operation of the Transfer Stations and Transport to the Central Landfill.

2.2. Exclusions from Committed City Waste

See Exhibit B, which defines the categories of Waste that are excluded from Committed City Waste for purposes of this Agreement.

2.3. Food Waste and Dry Commercial Mixed Waste Collection Program

(a) City shall authorize its Franchised Hauler to implement a City-wide commercial Food Waste collection program. The City’s Franchised Hauler will commence the new City-wide commercial Food Waste collection program when directed to do so by the City. The Franchised Hauler’s costs of this program are fully compensated through the Contractor’s Gate Rates, and Franchised Hauler shall agree by executing the addendum, attached hereto as Exhibit C, not to seek additional compensation from City for the commercial Food Waste collection program for the Term of the Agreement.

(b) The City’s Franchised Hauler shall commence the City-wide collection of dry commercial Mixed Waste from commercial Premises in the City when directed to do so by the City. The Franchised Hauler’s costs of this program are being fully compensated through the Contractor’s Gate Rates, and City’s Franchised Hauler shall agree by executing the addendum, attached hereto as Exhibit C, not to seek additional compensation from City for the Contractor’s incremental costs of implementing and conducting the dry commercial Mixed Waste collection program for the Term of the Agreement.

2.4. New, Extended Or Modified Franchise Agreements

Whenever the City's Franchised Hauler has its contract, authorization, permit, license or franchise agreement renewed (excluding only a renewal on the basis of a unilateral option of the Franchised Hauler), extended or materially modified after the Execution Date, the City shall incorporate language in such contract, authorization, permit, license or franchise agreement, requiring the Franchised Hauler to deliver all Committed City Waste to the Contractor and County Facilities for the Term of this Agreement, any extension hereof and any other City waste delivery commitment to Contractor, excluding only those categories of Waste listed in Section 2.2 and Exhibit B.

2.5 Contractor's Scope of Services and Fees for Accepting Committed City Waste

In exchange for accepting the delivery of Committed City Waste at any of the County Facilities pursuant to this Agreement and the County Operations Agreement, Contractor shall perform the scope of services and obligations for the Committed Cities as more fully set forth in Exhibit E and incorporated herein by reference. Such obligations include, but are not limited to, the Transport of Committed City Waste from the Transfer Stations to the Central Landfill.

The Contractor's Service Fees for performing the services described in this Agreement and in the County Operations Agreement, and the Gate Rates to be charged Committed City Waste at the County Facilities, shall be determined in accordance with the provisions of Article 11 and other Sections of the County Operations Agreement; provided, however, that:

(a) notwithstanding any contrary provision in the County Operations Agreement, commencing upon the expiration of the twentieth year of the Term, the Contractor's Service Fees to City shall be reduced by five percent (5%) of the Service Fees (which are net of any County Concession Fees, Waste Management Agency Fees or any other governmental taxes, fees, surcharges or assessments) in effect immediately prior to the end of the twentieth year of the Term. Thereafter, Contractor's Service Fee shall be adjusted in accordance with the Rate Adjustment Provisions in the County Operations Agreement; and

(b) as a condition precedent to the effectiveness of this Agreement, Contractor and County shall have agreed that the Base Concession Fee described in Article 10 and Exhibit R of the County Operations Agreement shall no longer be charged to Contractor or City during the last five years of the 25 year Initial Term; and

(c) Contractor further agrees to include as part of the Gate Rate the Committed City Contingent Liability Fee on all waste from the Committed Cities and transfer said fees to the County to hold in trust for the Cities in accordance with the Settlement Agreement between the Committed Cities and the County and as provided for in the Amendment to the County Operations Agreement.

2.6 No Guaranty of Payment by City; Franchised Hauler's Failure To Pay Gate Rate; Delinquency and Remedies

(a) Notwithstanding the City's commitment to deliver Committed City Waste as described herein, such commitment is not a guaranty of payment from the City's general fund. Contractor shall be solely responsible for invoicing the Franchised Haulers delivering Committed City Waste and shall be responsible for obtaining Gate Rate payments from such Franchised Hauler through normal, commercial means. The City shall not have any direct responsibility or liability for unpaid amounts unless the City is itself directly hauling its Committed City Waste to the County Facilities; provided, however, the City agrees to the following process to cure any delinquencies of the Franchised Hauler:

(i) If the Franchised Hauler is delinquent in paying any invoices from Contractor for the Gate Rates applicable to its prior deliveries of Committed City Waste, then Contractor shall immediately provide City written notice of such delinquency. For purposes of this subsection, a Franchised Hauler shall be deemed delinquent if it has not paid the full amount of any invoice of Contractor within thirty (30) days of the date of the invoice, unless there is a pending good faith dispute as to the invoice.

(ii) Upon receiving written notice of the Franchised Hauler's delinquency, City shall have ninety (90) days to take reasonable internal actions to ensure payment of all undisputed invoices by the Franchised Hauler. If, after ninety (90) days, the City is unable to obtain payment by the Franchised Hauler, and there is no pending good faith dispute as to the invoice, then the Contractor may declare the City to be in breach of this Agreement and serve City with notice of breach.

(iii) The City shall be allowed a reasonable opportunity to cure the breach after receipt of written notice of breach. During the cure period, the City shall, in its sole discretion, develop an agreeable plan for curing the Franchised Hauler's delinquency. City actions to cure may include, but not be limited to, terminating the Franchised Hauler's contract, filing for receivership, obtaining financial assurances adequate to Contractor, or selecting a new primary hauler and entering into a new franchise agreement with terms guaranteeing repayment to Contractor of all outstanding balances over a period of time through a supplemental rate structure. During the cure period, interest at the rate of one percent (1.0%) per month shall also begin to accrue on any liquidated amounts of delinquent Gate Rates. As long as City takes any of the actions described in this subsection (iii) to secure payment of all delinquent amounts, then in no event shall City be required to pay any outstanding invoices.

(iv) Nothing in this Section is intended to limit or inhibit Contractor from asserting any legal rights it may have against City's Franchised Hauler in order to secure payment of delinquent invoices. For example, Contractor at its sole discretion may place any Franchised Hauler or other entity on a Cash on Delivery (COD) payment basis if the Franchised Hauler is deemed delinquent as well as any other legal remedies as may be available to it subject to the terms of this Agreement.

2.7 **Flow Control Enforcement.**

(a) The City shall not enter into any new contract, franchise, permit, authorization or license, or grant any assignment or transfer of an existing contract, franchise, permit,

authorization or license, or grant any other approval or take any other action that is inconsistent with the requirements of this Agreement, including the City's commitment to deliver Committed City Waste to the Contractor and County Facilities as required herein except as may be agreed to by Contractor.

(b) The City agrees that the Contractor shall be a third party beneficiary of the obligation of all City Franchised Haulers over which the City has exercised flow control to deliver Committed City Waste to the Contractor and County Facilities, and that Contractor may directly enforce such obligation through any legal means available. The City shall notify in writing each Franchised Hauler of the Contractor's third party beneficiary rights. Delivery of a fully executed copy of this Agreement to the Franchised Hauler shall constitute such notification.

(c) The City, in cooperation with the Contractor, shall establish, implement, carry out and enforce a waste flow enforcement program that is sufficient to reasonably assure the delivery of all Committed City Waste to the Contractor and County Facilities consistent with this Agreement. The waste flow enforcement program shall consist of amending City contracts, franchises, permits, authorizations or licenses with Franchised Haulers, to the extent required by this Agreement, and shall include in addition, to the extent necessary and appropriate in the circumstances to assure compliance with this Agreement, but shall not be limited to: (1) granting or issuing contracts, franchises, permits, authorizations or licenses to Franchised Haulers, upon the condition of compliance with this Agreement, and (2) providing for and taking appropriate reasonable enforcement action under any such contract, franchise, permit, authorization or license, such as, but not limited to, the suspension, revocation and termination of collection rights and privileges, the imposition of fines or collection of damages, and the exercise of injunctive relief against non-complying Franchised Haulers as determined appropriate by the City in its sole discretion.

(d) Contractor may initiate enforcement action as a third party beneficiary of this Agreement at its sole cost and expense, if the City's Franchised Hauler fails to honor its commitments to deliver Committed City Waste to Contractor ten (10) days after providing written notification to the City. The City shall reasonably cooperate with Contractor if Contractor initiates such action.

(e) The City shall use its good faith efforts to preserve, protect and defend its rights to exercise and comply with this Agreement against any challenge thereto, legal or otherwise (including any lawsuits involving the City as Party, whether as plaintiff or defendant), by any Franchised Hauler or any other person, based upon breach of contract, violation of law or any other legal theory. At the request of the Contractor and at the option of the City, the City may assign its rights and obligations pursuant to this paragraph to the Contractor, and the Contractor shall, at Contractor's election, accept such assignment and the Contractor shall defend the City at the Contractor's sole cost and expense or indemnify the City for the payment of any costs incurred by the City in defense of any such challenge. The City and Contractor shall cooperate and coordinate in any such defense.

(f) The City shall immediately notify the Contractor of any changes in the contract, franchise, permit, authorization or license of its Franchised Hauler that may affect the Franchised Hauler's obligation or ability to comply with the City's commitment to deliver

Committed City Waste to Contractor and the County Facilities. Notwithstanding the foregoing this clause shall not relieve the City of its obligations under Sections 2.1, 2.4 and 2.7 of this Agreement.

(g) The City shall cooperate with the Contractor in collecting information and otherwise monitoring the City's Franchised Hauler in order to assure compliance with this Agreement. Such information may include, to the extent practicable, data pertaining to Committed City Waste collected, stored, processed and disposed of, and all other information which is reasonably available to the City and may be required by the Contractor in connection with this Agreement.

(h) A breach or default by the City as to its commitment of Committed City Waste under this Section shall not be considered a breach or default by the County or any other Committed City. A breach or default by the County as to its commitment of Committed County Waste under this Section shall not be considered a breach or default by any Committed City. In no event shall the City have any obligation for any other Committed City or any Committed City have any obligation for the County and no joint or several liability shall apply under any circumstance.

(i) In the event Contractor, by reason of a Force Majeure Event, is unable to accept delivery of the City's Committed City Waste at the Central Landfill, then Contractor shall ensure that the Committed City Waste is transferred to and disposed of at another permitted facility, at no additional cost to the City, until the Force Majeure Event is lifted.

(j) It is the intention of the Parties that this Agreement and the obligations and rights of the City hereunder, including particularly the commitment of delivery of Committed City Waste to Contractor and the County Facilities, shall to the extent permitted by Applicable Law extend to any territory annexed by the City and shall bind any successor or restructured Governmental Authority which shall assume or succeed to the rights of the City under Applicable Law.

3. TERM OF AGREEMENT

3.1. Initial Twenty Five-Year Term

The initial Term of this Agreement shall commence on the Effective Date and continue until the twenty-fifth (25th) anniversary of the Effective Date. As used herein, the "Effective Date" of this Agreement is and shall be the same as the Effective Date of the County Operations Agreement.

3.2. Option to Extend Agreement

Under Section 12.5 of the County Operations Agreement, the County and each Committed City shall independently have six (6) successive options to continue to commit its Committed City Waste to Contractor for an additional five (5) years per option. The County and/or each City seeking an extension must provide written notice of its decision to exercise each option no later than twelve (12) months prior to the expiration of the then-prior period under which the City's Waste has been committed (e.g., the initial option must be exercised by the twenty fourth (24th) year anniversary of the Effective Date). The exercise of the options shall be within the sole respective discretion of the County or City and the exercise of one option does not guaranty or mean that the succeeding option or options will be exercised; provided, however, that the subsequent options may not be exercised unless the immediately preceding option has been exercised. The terms of the County's and each City's six (6) successive options, assuming a Commencement Date in 2014, follow below:

Option #1: Years 2039-2044

Option #2: Years 2044-2049

Option #3: Years 2049-2055

Option #4: Years 2055-2059

Option #5: Years 2059-2064

Option #6: Years 2064-2069

(a) Notwithstanding the foregoing, Contractor shall not be obligated to accept deliveries of any Waste from the County or any Committed City at any point in time after the initial Term of this Agreement unless both of the following conditions are met:

- (1) The Central Landfill shall have sufficient Permitted Disposal Capacity to Dispose of all Waste to be delivered by the County and Committed Cities extending their Waste delivery commitments to Contractor; and
- (2) Jurisdictions timely exercising their options to extend their Waste delivery commitments shall have contributed through their Franchised Haulers at least sixty percent (60%) of the total Committed Waste deliveries of all jurisdictions delivering material to the County Facilities for the two year period immediately preceding the date by which these jurisdictions must have exercised their options to extend their commitment.

3.3 Right To Use County Transfer Stations At Market Rates.

Provided that Contractor remains under contract with the County to operate any or all of the County Transfer Stations following the expiration of the City's Waste Delivery Agreement, Contractor agrees to and shall provide transfer station and Transportation services for the City's Committed Waste at Market Rates for as long as the Contractor has the right to operate any such Transfer Station. Any disputes regarding whether Contractor is offering to provide such services at Market Rates may be submitted by either party to Dispute Resolution, but the dispute must be submitted to Dispute Resolution no later than 45 days following the expiration of the Initial Term.

4. CONDITIONS PRECEDENT

4.1 Conditions Precedent.

This Agreement shall not become effective, and the Parties shall have no obligations to each other by reason of this Agreement, until the following conditions precedent have been met, or unless otherwise agreed to in writing between Contractor and City.

(a) Waste Flow Commitments.

All of the Cities listed below shall have entered into Waste Delivery Agreements with Contractor whereby each City has agreed to deliver and/or shall cause all of their Franchised Haulers to deliver all Committed City Waste to the Contractor and County Facilities for a minimum period of twenty-five (25) years, commencing on the Effective Date. The Cities that must enter into

such Waste Delivery Agreement to satisfy this condition are: Cloverdale, Cotati, Healdsburg, Rohnert Park, Santa Rosa, Sebastopol, Sonoma, and the Town of Windsor.

(b) Water Treatment Plant Discharge Agreement and Permits.

Contractor shall receive as the operator of the Landfill a valid permit for leachate disposal with the Subregional Wastewater Treatment and Reclamation System Laguna Plant allowing acceptance of leachate generated from the Landfill for a fee not to exceed one percent (1%) over the current fees for such disposal. The County has entered into an Agreement for Sewer Transmission Services with the City of Cotati wherein Cotati agrees to allow the County to use its sewer line to transfer leachate from the Landfill to the Subregional Wastewater Treatment and Reclamation System Laguna Plant.

(c) Landfill and Landfill Expansion Permits.

This condition precedent has already been met. On March 14, 2013, Contractor received as the operator of the Landfill a valid Solid Waste Facilities Permit, Waste Discharge Requirements, NSPS permit and all other Permits required for the operation of the Landfill and the construction and operation of an additional 8.5 million cubic yards of new Disposal capacity adjacent to the existing Landfill and on the Landfill Land, which Permits shall be in a form satisfactory to Contractor in its sole discretion.

(d) Validity of City or Town Council Approval of this Agreement.

The City/Town Council of City shall have duly authorized the City's signing and performance of this Agreement, and of all of the City's obligations in this Agreement shall be legally enforceable and binding obligations of the City.

(e) Franchised Hauler's Execution of Exhibit C.

To the extent (i) the City exercises Flow Control over its Committed City Waste, and (ii) the Committed City Waste does not include Construction and Demolition Wastes, then the City's Franchised Hauler(s) shall have duly approved and executed the Franchised Hauler's Agreement to be bound by the City's Waste Delivery Agreement in the form attached hereto as Exhibit C. It is expressly understood that this specific provision is limited to a commitment of Construction and Demolition Debris by Franchised Haulers only.

(f) Settlement Agreements With Cities.

The County and the Committed Cities shall each have entered into written Settlement Agreements pertaining to the Cities' alleged liabilities arising out of or relating to the County Facilities.

(g) Corporate Guaranty.

Contractor shall have delivered to City a duly approved and executed parent company guaranty in the form attached hereto as Exhibit F.

(h) Accuracy of Contractor's Representations.

The Contractor's representations in Article 7 and throughout this Agreement shall be true,

correct and not misleading due to a material omission as of the Execution Date and as of the Effective Date.

5. ASSUMED AND EXCLUDED LIABILITIES

5.1. Assumed Liabilities

Subject to the terms and conditions set forth herein and upon the Effective Date of the County Operations Agreement, Contractor shall assume and retain, at its sole cost and expense, all obligations and liabilities of any kind or nature whatsoever related to, arising from or associated with any of the following items set forth in this Section (collectively, “Assumed Liabilities”); provided, however, that the Assumed Liabilities shall not include any of the Excluded Liabilities described below and the Assumed Liabilities shall not apply to any obligations or liabilities, including Third Party Environmental Claims, associated with the Household Hazardous Waste Facility or the Compost Facility, Future Compost Facility or any other composting operation on the Landfill Land, unless and until the Contractor assumes operation of the Household Hazardous Waste Facility and/or the Compost Facility or Future Compost Facility consistent with the terms of the County Operations Agreement. The Assumed Liabilities are the obligations and liabilities of the County and the alleged liabilities of Committed Cities and are assumed and retained by Contractor irrespective of the cause thereof or any alleged fault by the County, a Committed City, a third party or any other entity related thereto. The Assumed Liabilities are as follows:

(a) Indemnification Obligations. Payment and performance of all of Contractor’s defense and indemnity obligations under Article 6.

(b) Landfill Liabilities. Although County will be retaining ownership of the Landfill, Contractor shall assume all liabilities related to the ownership or possession of the Landfill arising on or after the Effective Date including liability arising out of: (i) any Remediation determined necessary or desirable by Contractor or required by the Permits, Applicable Law or any Governmental Authority; (ii) any Environmental Conditions; (iii) the ownership or possession of any equipment, structures, fixtures, surface impoundments or any other facility used for the treatment, storage, handling or disposal of Hazardous Substances, leachate and/or landfill gas; (iv) liabilities concerning the Landfill and other solid waste handling operations on the Landfill Land conducted by Contractor or its subcontractors after the Effective Date and arising pursuant to Applicable Law, Permits and Governmental Authorities; (v) Closure and Post-Closure Obligations and (vi) taxes (including property, business and income taxes) incurred and assessed after the Effective Date. Notwithstanding the foregoing, Assumed Liabilities shall not include liabilities under this Section to the extent arising out of or caused by the HHW Facility, Compost Facility or any future compost facility, to the extent such facilities continue to be operated by a third party over whom Contractor has no control, or any Closed County Landfill, including but not limited to any leachate or landfill gas migrating from any Closed County Landfill. The foregoing Assumed Liability and the indemnity associated therewith in Section 6.1(a) (iii) is intended to operate as an agreement pursuant to section 107(e) of CERCLA, 42 U.S.C. §9607(e), and California Health & Safety Code §25364, to defend, protect, hold harmless and indemnify the City from all losses and liabilities described in this subsection 5.1 (b).

(c) Transfer Station and Materials Recovery Facility Liabilities. Although County will be retaining ownership of the Transfer Stations and Materials Recovery Facility, Contractor shall assume all Liabilities and Losses related to ownership, possession, use and operation of the Transfer Stations and Materials Recovery Facility during the Committed Waste Period and any County Facilities Operations Period during which Contractor operates the Transfer Stations including for any (i) Environmental Conditions; (ii) Transportation of Waste and other materials as provided for in this Agreement; (iii) work (including work to address Environmental Conditions) determined necessary or desirable by Contractor or as the result of a Third Party Environmental Claim; (iv) the ownership, operation, use or possession of any equipment, structures, fixtures, surface impoundments or any other facility used for operation of the Transfer Facilities or Materials Recovery Facility, including the treatment, storage, handling or Disposal of Hazardous Substances, leachate and/or landfill gas; (v) all operations conducted at or associated with the Transfer Facilities or Materials Recovery Facility or the business conducted at the Transfer Facilities or Materials Recovery Facility; and (vi) compliance with the Permits and Applicable Law. Notwithstanding the foregoing, Assumed Liabilities shall not include (1) Liabilities under this Subsection to the extent arising out of or caused by any Closed County Landfill, including any leachate, landfill gas or Hazardous Substances at or released or migrating from any Closed County Landfill, or (2), unless otherwise agreed in a writing subsequently signed by both parties hereto, Liabilities relating to the Compost Facility, Future Compost Facility, any other composting operation on the Landfill Land or the Household Hazardous Waste Facility.

(d) Compliance Liabilities. Any and all liabilities and obligations arising out of or related to compliance after the Effective Date with (i) the Permits; (ii) Governmental Authority mandates, directives, orders, agreements, claims rights, actions, causes of actions, investigations, proceedings, suits and obligations of any kind related to the solid waste operations on the Landfill Land and/or the Facilities; and (iii) Applicable Law. Notwithstanding the foregoing, Assumed Liabilities shall not include Losses or Liabilities to the extent arising out of or caused by (1) any Closed County Landfill, including any leachate, landfill gas or Hazardous Substances at or released or migrating from any Closed County Landfill or (2), unless otherwise agreed in a writing subsequently signed by both parties hereto, Losses or Liabilities relating to the Compost Facility, Future Compost Facility, any other composting operation on the Landfill Land or Household Hazardous Waste Facility.

(e) Pending Permit Applications. Obligations to process, obtain approval of and satisfy any applicable conditions relating to any pending Permit applications, new Permits or any amendments, modifications, extensions or renewals of any existing Permits, variances, certificates, licenses, consents, authorizations and approvals, in each case relating to the Landfill or other County facilities and arising or accruing from and after the Effective Date.

(f) Contractual Liabilities. Obligations and liabilities of Contractor under the Waste Delivery Agreements and the Assigned Contracts arising or accruing from and after the Effective Date; provided, however, Contractor shall assume all obligations and liabilities under the Assigned Contracts relating to Environmental Conditions and Remediation of the Central Landfill irrespective of the date on which such obligations or liabilities arise or accrue. Notwithstanding the foregoing, Assumed Liabilities shall not include liabilities under this subsection to the extent arising out of or caused by any Closed County Landfill, including any

leachate, landfill gas or Hazardous Substances at or released or migrating from any Closed County Landfill.

(g) Changes in Assumed Liabilities. Any modification, increase, alteration or change in the Assumed Liabilities after the Effective Date for any reason, including modifications, increases, alterations or changes arising out of, related to or caused by any Change in Law, a Force Majeure Event or a change in Permit requirements or obligations; provided, however, that the foregoing shall not diminish any rights that Contractor has under this Agreement in the event of a Change in Law or a Force Majeure Event.

(h) Other Specified Liabilities. All other liabilities, obligations or responsibilities expressly allocated to Contractor, and not excluded as an Excluded Liability, in the County Operations Agreement.

5.2. Excluded Liabilities

Except as explicitly and expressly set forth in this Agreement, Contractor shall not, by the execution and performance of this Agreement or otherwise (including under theories of successor liability), assume, become responsible for or incur any liability or obligation of any nature of County or of the Committed Cities whatsoever arising, or relating to events occurring, on or prior to the Effective Date, whether legal or equitable or matured or contingent including but not limited to: (i) any obligation to reimburse the County or City for expenditures made by the County, City or other Entity or expenditures which accrued and were payable under contract (or would have been payable if billed) but were unpaid prior to the Effective Date on account of any of the Assumed Liabilities; and (ii) any Excluded Liabilities as set forth in this Section “Excluded Liabilities” means:

- (a) any Liability under (A) any employment, severance, retention or termination agreement with any employee of County, or (B) any collective bargaining agreement covering any employee of County, or (C) under any employee benefit plans maintained by, or contributed to, by County, or (D) relating to payroll, vacation, sick leave, workers’ compensation, unemployment benefits, pension benefits, retirement benefits, health care plans or benefits or any other employee plans, programs or benefits of any kind for employees or former employees of County;
- (b) any Liability arising out of or relating to any employee grievance, whether or not the affected employees are hired by Contractor, relating to events occurring on or prior to the Effective Date.
- (c) any Liability resulting from County’s failure to comply with any applicable plant-closing Laws.
- (d) Loses and Claims for contract damages (including quantum meruit), indemnity or equitable relief based on the breach or default by the County or City prior to the Effective Date under a contract (including an Assigned Contract) related to the Landfill Land or the Facilities.
- (e) a Third Party Claim for tort damages, personal injury and/or property damage which is caused by the County or City and directly arising out of the County Facilities (other than the

Landfill) prior to the Effective Date.

(f) any amounts owing to Third Parties under contract from the County or City that have accrued as of the Effective Date.

(g) Losses and Claims arising out of disposal by the County, City or Third Parties of the County's Hazardous Substances, Household Hazardous Waste and unpermitted Waste prior to the Effective Date to facilities other than the Landfill, Vasco Road Landfill, Potrero Landfill or Keller Landfill (including the Transportation and conveyance to such other facilities).

(h) The nonpayment by the County of permit fees to the Board of Equalization, LEA RWQCB and applicable Air Quality Management Districts relating to the County Facilities for the period prior to Effective Date.

(i) In the event the County does not exercise its option in Article 7 of the County Operations Agreement to have Contractor control the Compost Facility or Future Compost Facility and/or any composting operations on the Landfill Land and/or the Household Hazardous Facility on the Landfill Land, and Contractor does not agree in writing to assume responsibility for such operations, then Excluded Liabilities shall include any Liabilities, Losses or Claims arising from or relating to: (a) the presence or operation of the Compost Facility, Future Compost Facility and any other composting operation on the Landfill Land and the Household Hazardous Waste Facility, and (b) any agreements between the County, the Waste Management Agency and/or the operators of the Compost Facility, relating to any composting operation on the Landfill Land, and/or the Household Hazardous Waste Facility.

(j) In the event the County does not exercise its option in Article 7 of the County Operations Agreement to have Contractor control the Compost Facility or Future Compost Facility and/or any composting operations on the Landfill Land and/or the Household Hazardous Facility on the Landfill Land, and Contractor does not agree in writing to assume responsibility for such operations, then Excluded Liabilities shall also include any Liabilities, Losses or Claims arising from or relating to: the Compost Facility, Future Compost Facility, any composting operations on the Landfill Land, and/or the Household Hazardous Waste Facility, and including without limiting the generality of the foregoing, any groundwater contamination, surface water contamination, subsurface migration, odors, disease vectors, nuisance vectors, trespass and/or nuisance claims, notice of permit violation, notice to comply, or violations of Applicable Law relating to any of the foregoing facilities or operations.

(k) Any Liabilities or Losses arising after the termination of Contractor's operation of the Transfer Stations and Materials Recovery Facility in accordance with the terms of the County Operations Agreement and relating to the presence of these Facilities or the operation of these Facilities by a Third Party, but excluding any work required to address Environmental Conditions arising from Contractor's operations;

(l) Any Liabilities or Losses arising from, relating to or connected with any of the Closed County Landfills or any Hazardous Substances, landfill gas or leachate in or from such Closed County Landfills;

(m) Any Liabilities or Losses arising from, relating to or connected with the matters described in the Notice of Violations And Intent to File Suit under the Federal Water

Pollution Control Act from the law firm of Lozeau Drury LLP to the County dated November 9, 2012, and any litigation arising therefrom, except to the extent specifically agreed to by Contractor in writing prior to the Effective Date;

- (n) Any Liabilities or Losses arising from, relating to or connected with any abandoned, removed or leaking underground fuel storage tanks at the Guerneville, Annapolis, Healdsburg and Sonoma Transfer Stations arising before the Effective Date;
- (o) Any Liabilities or Losses arising from, relating to or connected with the operations by the County or by Third Parties of the Guerneville Maintenance Site and the Reuse and Recycling Operations at Sonoma Transfer Station;
- (p) All other Liabilities or Losses expressly allocated to County, the City and/or the Committed Cities in this Agreement.

6. INDEMNIFICATION , RELEASE AND COVENANT NOT TO SUE

6.1. Indemnification by Contractor

(a) Contractor shall indemnify, defend and hold the City harmless from and against all losses which arise out of, result from or relate to any of the following (“Indemnified Claims”):

- (i) Any material breach or material default under the County Operations Agreement, and/or this Agreement by Contractor;
- (ii) Any material breach of any of the representations or warranties made in the County Operations Agreement and/or this Agreement;
- (iii) Any and all Assumed Liabilities (but excluding Excluded Liabilities), including the failure of Contractor to pay, perform, satisfy or otherwise discharge in full when due the Assumed Liabilities;
- (iv) The use, exploration, production, recovery, sale, transfer and/or distribution of landfill gas from the Landfill (and any byproducts or end products thereof, including electricity) from and after the Effective Date and during the Term;
- (v) Any claim challenging this Agreement or the County Operations Agreement, including any counterclaim or cross-claim arising therefrom, by a partner, officer, shareholder, director or other entity deriving its rights by or through the Contractor and challenging the Agreement;
- (vi) The past, present and future acceptance, disposal, treatment, processing or sorting by Contractor of Waste and other materials in or at any County Facility from and after the Effective Date and during the Term;
- (vii) The screening by Contractor or any affiliate of any Waste and other materials in or at any County Facility;
- (viii) The past, present and future acceptance, disposal, treatment, processing or sorting by Contractor or any affiliate of any Waste and other materials at or in any facility other than the County Facilities;

(ix) The screening by Contractor or any affiliate of any Waste and other materials at or in any facility other than the Facilities (including facilities located outside of the County of Sonoma) during the Term;

(x) Any Claim (a) asserted by a Third Party arising out of, related to or resulting from the Land or the County Facilities (other than Excluded Liabilities and those Claims expressly covered by the County's indemnities), and (b) where such Third Party Claim is a result of, related to or arises from Contractor's actions to pursue an Entity for: (i) any Indemnified Claim; or (ii) any Assigned Environmental Claim;

(xi) Any claim, counterclaim or right to contribution by a third party arising out of, related to or resulting from the Landfill or the County Facilities (other than those claims, counterclaims or rights to contribution expressly covered by the County's indemnities under Section 15.6 of the County Operations Agreement or related to or arising from any Excluded Liability); and

(xii) Any claim, counterclaim, or right of contribution against the City as a result of or arising from Contractor's actions to pursue an entity for any Indemnified Claim.

(b) Contractor's duty to indemnify and defend shall survive the expiration or earlier termination of this Agreement.

(c) Notwithstanding the foregoing or any other provision of this Agreement, Contractor shall retain and have the right and ability (but not the obligation) to pursue any or all third parties for any Indemnified Claims. Contractor shall indemnify City if such third party files a claim against City for any Indemnified Claims.

(d) Furthermore, nothing in this Section or this Agreement shall be construed to impose any defense or indemnity obligation or any other form of liability on Contractor, its subcontractors or any member of the Contractor Parties or their successors and assigns in any way whatsoever relating to, arising from or connected with the Closed County Landfills.

(e) Nothing in this indemnity shall be construed to create any duty or include any obligation of Contractor to defend, hold harmless or indemnify the County, any Committed City or any other Entity from any Liabilities, Losses or Claims arising from or relating to: the Compost Facility, Future Compost Facility, any composting operations on Landfill Land, and/or the Household Hazardous Waste Facility, and including without limiting the generality of the foregoing, any groundwater contamination, surface water contamination, subsurface migration, odors, disease vectors, nuisance vectors, trespass and/or nuisance claims, notice of permit violation, notice to comply, or violations of Applicable Law relating to any of these facilities or operations.

6.2. Contractor's Release Of County Group And Committed Cities

CONTRACTOR, FOR ITSELF AND ON BEHALF OF EACH OF ITS MEMBERS, SHAREHOLDERS, SUBSIDIARIES, AFFILIATES, AND EACH OF THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, DOES HEREBY RELEASE, HOLD HARMLESS AND FOREVER DISCHARGE THE COUNTY, EACH MEMBER OF THE COUNTY GROUP AND THE COMMITTED CITIES FROM ANY AND ALL LOSSES, IN EACH CASE, OF ANY KIND OR CHARACTER, WHETHER KNOWN OR UNKNOWN, HIDDEN OR CONCEALED, TO

THE PERSON OR PROPERTY OF CONTRACTOR, ITS SUCCESSORS AND ASSIGNS, RESULTING FROM OR ARISING OUT OF (1) ANY LOSSES COVERED BY CONTRACTOR'S INDEMNITIES, SET FORTH IN SECTION 6.1; (2) THE PAST, PRESENT, CONTINUED AND FUTURE SCREENING, ACCEPTANCE, DISPOSAL, TREATMENT, SORTING, HANDLING AND PROCESSING BY THE CONTRACTOR GROUP OF WASTE OR OTHER MATERIAL (INCLUDING COMMITTED COUNTY WASTE, COMMITTED CITY WASTE AND SELF-HAUL WASTE) AT OR IN THE LANDFILL, EXCEPT FOR SCREENING, TREATMENT OR PROCESSING THAT OCCURRED AT RECYCLETOWN ON THE LANDFILL PRIOR TO THE EFFECTIVE DATE; (3) THE SCREENING, ACCEPTANCE, DISPOSAL, TREATMENT, SORTING, HANDLING AND PROCESSING OF WASTE OR OTHER MATERIAL (INCLUDING COMMITTED COUNTY WASTE, COMMITTED CITY WASTE AND SELF-HAUL WASTE) AT THE TRANSFER STATIONS OCCURRING DURING THE COMMITTED WASTE PERIOD AND ANY COUNTY FACILITIES OPERATING PERIOD; (4) THE DISPOSAL OF WASTE BY CONTRACTOR AFTER THE EFFECTIVE DATE COMING FROM THE COUNTY AT FACILITIES OTHER THAN THE COUNTY FACILITIES (INCLUDING FACILITIES LOCATED OUTSIDE OF THE COUNTY BUT EXCLUDING FACILITIES NOT OWNED OR OPERATED BY CONTRACTOR OR ITS PRIME SUBCONTRACTOR); (5) ANY REMEDIATION, CLOSURE AND POST-CLOSURE OBLIGATIONS OF CONTRACTOR SET FORTH IN THIS AGREEMENT; (6) ANY MATTER OR ITEM INCLUDED WITHIN THE ASSUMED LIABILITIES (BUT EXCLUDING ANY EXCLUDED LIABILITIES); (7) ANY ENVIRONMENTAL CONDITION AT THE TRANSFER STATIONS OCCURRING DURING THE COMMITTED WASTE PERIOD OR COUNTY FACILITIES OPERATIONS PERIOD; AND (8) ANY ENVIRONMENTAL CONDITION AT THE MATERIALS RECOVERY FACILITY OCCURRING DURING THE COMMITTED WASTE PERIOD OR THE COUNTY FACILITIES OPERATING PERIOD.

CONTRACTOR HEREBY WAIVES ANY AND ALL RIGHTS AND BENEFITS THAT IT NOW HAS, OR IN THE FUTURE MAY HAVE CONFERRED UPON IT BY VIRTUE OF THE PROVISIONS OF SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA (OR ANY OTHER STATUTE OR COMMON LAW PRINCIPLES OF SIMILAR EFFECT), WHICH PROVIDES AS FOLLOWS:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

IN THIS CONNECTION, CONTRACTOR HEREBY AGREES, REPRESENTS, AND WARRANTS THAT IT REALIZES AND ACKNOWLEDGES THAT FACTUAL MATTERS NOW UNKNOWN TO IT MAY HAVE GIVEN OR MAY HEREAFTER GIVE RISE TO CLAIMS THAT ARE PRESENTLY UNKNOWN, UNANTICIPATED AND UNSUSPECTED, AND IT FURTHER AGREES, REPRESENTS, AND WARRANTS THAT THIS RELEASE HAS BEEN NEGOTIATED AND AGREED UPON IN LIGHT OF THAT REALIZATION AND IT NEVERTHELESS HEREBY INTENDS TO RELEASE THE COUNTY, THE OTHER MEMBERS OF THE COUNTY GROUP AND THE COMMITTED CITIES FROM THE LOSSES AND MATTERS DESCRIBED IN THIS SECTION.

NOTWITHSTANDING THE PROVISIONS OF THIS SECTION, THIS RELEASE SHALL NOT RELEASE THE COUNTY OR ANY MEMBER OF THE COUNTY GROUP OR THE

000027

COMMITTED CITIES FROM ANY OBLIGATIONS EACH OF THEM MAY HAVE UNDER THIS AGREEMENT OR ANY OTHER CONTRACT DOCUMENT, INCLUDING THE COUNTY'S INDEMNITY OBLIGATIONS UNDER SECTION 15.6 OF THE COUNTY OPERATIONS AGREEMENT. THIS RELEASE SHALL ALSO NOT RELEASE THE COMMITTED CITIES FROM THEIR RESPECTIVE OBLIGATIONS UNDER THEIR RESPECTIVE WASTE DELIVERY AGREEMENTS.

Contractor's Initials MAC

Notwithstanding the foregoing, the release set forth herein shall not preclude Contractor from, and Contractor hereby expressly reserves its right to, pursue all Third Parties (which expressly exclude any entity released hereby) for any matter covered by the release set forth in this Section.

6.3 Covenant Not to Sue

(a) Neither Contractor, nor any entity claiming through Contractor, shall have any rights, claims, remedies or actions against the City for any matter with respect to which Contractor has provided indemnification under this Agreement or a release under this Agreement. Notwithstanding the foregoing, Contractor is not assuming any liabilities or obligations for any matter covered by the Contractor's exceptions to indemnity under Section 6.4 of this Agreement

(b) Contractor, for itself, does hereby covenant forever and unconditionally not to sue, make any claim or take any action against the City for any loss arising out of, relating to (i) any Assumed Liabilities (but excluding Excluded Liabilities); (ii) any other matter with respect to which Contractor has provided indemnification or a release under the County Operations Agreement; and (iii) facilities other than the County Facilities at which Contractor disposes of or processes Waste from the County of Sonoma. The foregoing covenant not to sue shall not apply to any matter covered by the Contractor's exceptions to indemnity under Section 6.4 of this Agreement.

6.4 Exceptions to Scope of Contractor's Indemnity, Release and Covenant Not To Sue.

A. Compost Facility and HHW Facility at Landfill Land.

(i) Unless Contractor agrees to assume operation of the Compost Facility or future Compost Facility pursuant to Article 7 of the County Operations Agreement, Contractor shall have no obligation to defend, hold harmless or indemnify the City for any liabilities, losses, claims or Environmental Conditions that Contractor proves by a preponderance of evidence were or are caused by the presence or operation of any Compost Facility, the future Compost Facility, or other composting operation on the Landfill Land that may occur from and after the Effective Date, and Contractor's release and covenant not to sue shall not apply to any such claims or Environmental Conditions. Without limiting the foregoing and by way of example only, such post-Effective Date Environmental Conditions may include vehicle fuel or lubricant spills, contamination of or failure to control surface water run-off from composting operations, air emissions from composting operations, composting odors, nuisance claims, and aspergillum or other biological contamination of water or air caused by the composting of organic materials such as Food Waste, permit

violations, notices to comply, or violations of Applicable law; provided, however, that under all circumstances Contractor's indemnity, release and covenant not to sue shall apply to any leachate or landfill gas generated by the Central Landfill or Landfill operations.

(ii) Unless Contractor assumes operation of the Household Hazardous Waste Facility pursuant to Article 7 of the County Operations Agreement, Contractor shall have no obligation to defend, hold harmless or indemnify the City for any liabilities, losses, claims or Environmental Conditions that Contractor proves by a preponderance of evidence were or are caused by the presence or operation of the Household Hazardous Waste Facility at the Landfill Land, and Contractor's release and covenant not to sue shall not apply to any such claims or Environmental Conditions.

ARTICLE 7: REPRESENTATIONS AND WARRANTIES

7.1 Representations and Warranties of Contractor.

Contractor, by acceptance of this Agreement, hereby makes the following representations and warranties for the benefit of the City as of the Execution Date, each of which shall be deemed remade as of the Effective Date, unless Contractor specifies in writing otherwise.

(a) Corporate Status.

Contractor is a corporation duly organized, validly existing and in good standing under the laws of the State of California. Contractor is qualified to transact businesses in the State of California and has the power to own its properties and to carry on its business as now owned and operated and as required by this Agreement.

(b) Corporate Authorization and Binding Obligation.

Contractor has the authority to enter into and perform its obligations under this Agreement. The officers of Contractor have taken all actions required by law, its articles of incorporation, bylaws, or otherwise, to authorize the execution of this Agreement. The person signing this Agreement on behalf of Contractor has the authority to do so. This Agreement constitutes the legal, valid and binding obligation of Contractor to comply with each of the provisions of this Agreement, except as such enforceability may be limited by Applicable Laws of general application affecting the rights of contracting parties, bankruptcy, insolvency or other similar Applicable Laws of general application relating to or affecting the enforcement of creditors' rights and by general equitable principles.

(c) Agreement Will Not Cause Breach.

Neither the execution and delivery by Contractor of this Agreement, nor the performance of Contractor of its obligations hereunder:

1. Conflicts with, violates or will result in a violation of any existing applicable law; or

2. Conflicts with, violates or will result in a breach or default under any term or condition of any existing judgment, order or decree of any court, administrative agency or other governmental authority, or of any existing contract or instrument to which Contractor is a party, or by which Contractor or any of Contractor's properties or assets is bound; or

3. Will result in the creation or imposition of any lien, charge, or encumbrance of any nature whatsoever upon any of the properties or assets of Contractor which will interfere materially with Contractor's performance hereunder.

(d) No Litigation.

To the best of Contractor's knowledge, after reasonable investigation, and except as disclosed to the City, there is no action, suit, proceeding or investigation, at law or in equity, before or by any court or Governmental Authority, commission, board, agency or instrumentality decided, pending or threatened against Contractor wherein an unfavorable decision, ruling or finding, in any single case or in the aggregate, would materially adversely affect the performance by Contractor of its obligations hereunder or which, in any way, would adversely affect the validity or enforceability of this Agreement or which would have a material adverse effect on the financial condition of Contractor or any surety guaranteeing Contractor's performance under this Agreement, which has not been waived by the City in writing.

(e) No Adverse Judicial Decisions.

To the best of Contractor's knowledge, after reasonable investigation, there is no judicial decision that affects the validity of this Agreement or subjects this Agreement to legal challenge.

(f) Ability to Perform.

Contractor possesses the business, professional, and technical capabilities to operate the Landfill, accept and dispose of Waste at the Landfill and operate the Transfer Stations and Material Recovery Facility; Contractor possesses or knows of no impediment to its obtaining the Permits to perform this Agreement; and Contractor possesses the equipment, facility, and employee resources required to perform this Agreement.

(g) Contractor's Investigation.

Contractor has made an independent investigation (satisfactory to it) of the conditions and circumstances surrounding the Agreement and the work to be performed hereunder and has taken these matters into consideration in its agreement to provide these services in exchange for the compensation provided for under the terms of this Agreement.

(h) Conflict of Interest.

Contractor warrants and represents that no elected official, officer, agent or employee of the City has a financial interest, directly or indirectly, in this Agreement, the compensation to be paid under it and, further, that no City employee who acts in the City as a "purchasing agent" as defined

in the appropriate Section of California Statutes, nor any elected or appointed officer of the City, nor any spouse or child of such purchasing agent, employee or elected or appointed officer, is a partner, officer, director, or proprietor of the Contractor and, further, that no such City employee, purchasing agent, City elected or appointed officer, or the spouse or child of any of them, alone or in combination, has a material interest in the Contractor. Material interest means direct or indirect ownership of more than five percent (5%) of the total assets or capital stock of the Contractor.

(i) Representatives of the Parties.

Contractor has designated and submitted to the City, in writing, the name, title and contact information of a responsible officer who shall serve as the representative of Contractor and who shall have authority in all daily operational matters related to the Agreement. The City may rely upon action taken by such designated representative as action of Contractor unless for actions not taken within the scope of the Agreement. Unless otherwise specified in this Agreement, any action authorized or required to be taken by the City may be taken by the City Council or by an official or agent designated by the City Council.

(j) Financial Ability, Disclosures, No Material Changes.

Contractor has sufficient financial resources to perform all aspects of its obligations hereunder. Contractor has provided the County with audited financial statements which present fairly, in accordance with generally accepted accounting principles, the financial resources of Contractor. There has been no material adverse change in Contractor's or Contractor's parent company's financial circumstances since the date of the most recent financial statements.

(k) Contractor's Statements.

Contractor's proposal and any other supplementary information submitted to the City that the City has relied on in negotiations and entering into this Agreement, do not: (i) contain any untrue statement of a material fact, or (ii) omit to state a material fact that is necessary in order to make the statements made, in light of the circumstances in which they were made, not misleading.

(l) Landfill Disposal Capacity

Contractor has determined that the Central Landfill has sufficient Permitted Disposal Capacity to accept and dispose of all Committed City Waste delivered during the first twenty five (25) years of this Agreement.

7.2 City Representations and Warranties.

The City, by acceptance of this Agreement, hereby makes the following representations and warranties for the benefit of the Contractor as of the Execution Date, each of which shall be deemed remade as of the Effective Date, unless the City specifies in writing otherwise:

(a) Organization and Existence.

The City is a municipal corporation of the State.

(b) Execution, Delivery and Enforceability.

The City has full power to enter into, and to carry out its obligations under, this Agreement. The execution and delivery of this Agreement, and the consummation of the transactions contemplated hereby and thereby, have been duly authorized by all necessary action required on the part of the City. This Agreement constitutes the valid and legally binding obligations of the City, enforceable against the City in accordance with its and their terms, except as such enforceability may be limited by Applicable Laws of general application affecting the rights of contracting parties (including those applying to enforcement against public entities), bankruptcy, insolvency or other similar Applicable Laws of general application relating to or affecting the enforcement of creditors' rights and by general equitable principles.

(c) No Litigation.

To the best of the City's knowledge, after reasonable investigation, there is no claim, at law or in equity, before or by any court or Governmental Authority, third party, commission, board, agency or instrumentality decided, pending or threatened against the City wherein an unfavorable decision, ruling or finding, in any single case or in the aggregate, would materially adversely affect the performance by the City of its obligations hereunder or which, in any way, would adversely affect the validity or enforceability of this Agreement or which would have a material adverse effect on the financial condition of the City.

(d) No Adverse Judicial Decisions.

To the best of the City's knowledge, after reasonable investigation, there is no judicial decision that affects the validity of this Agreement or subject this Agreement to legal challenge.

(e) No Consents.

No consent or approval of, filing with or notice to any entity is required to be obtained or made by the City in connection with the City's execution, delivery and performance of this Agreement, or the consummation of the transactions contemplated hereby, which, if not obtained or made, would prevent the City from performing its obligations hereunder or thereunder.

ARTICLE 8: EVENTS OF BREACH AND DEFAULT

8.1 Events of Breach

All provisions of this Agreement are considered material and City or Contractor's failure to perform any one of its obligations or services set forth in this Agreement shall constitute an event of breach. In addition, each of the following shall also constitute an event of breach:

(a) **Failure to Perform Obligations.** Contractor ceases to perform its services and obligations for the Committed Cities set forth in Exhibit E, for a minimum of either two (2) consecutive business days or three (3) non-consecutive business days within one (1) week for any reason within its control, but excluding a Force Majeure Event.

(b) **Failure to Maintain Coverage.** Contractor fails to provide or maintain in full force and effect insurance, liability, or indemnification coverage as required by this Agreement and Section 14.2 of the County Operations Agreement.

(c) **Violations of Applicable Law.** City or Contractor violates Applicable Law relative to this Agreement, including any orders or filings of any regulatory body having authority over the Party relative to this Agreement, provided that the Party may contest any such orders or filings in good faith, in which case no breach or default of this Agreement shall be deemed to have occurred upon final resolution of the contest or appeal in favor of the Party.

(d) **Seizure or Attachment.** There is a seizure or attachment of, or levy on, some or all of Contractor's operating equipment, including, without limitation, its maintenance or office facilities, or any part thereof.

(e) **City's Failure to Perform Obligations.** The City ceases to perform its obligations as required under Article 2 of this Agreement, unless due to a Force Majeure Event. With respect to its requirement to cure delinquent payments by Franchised Hauler, as more fully set forth above in Section 2.7, the City is unable to obtain payment from the Franchised Hauler for delinquent invoices due to Contractor.

(f) **Insolvency or Bankruptcy.** Contractor becomes insolvent, unable, or unwilling to pay its debts, a receiver is appointed or Contractor's assets are involuntarily transferred or assigned, or upon listing of an order for relief in favor of Contractor in a bankruptcy proceeding.

8.2 Rights to Remedy Breach

The Party in breach shall promptly, or as soon as practicable, provide the other Party written notice of the breach. Upon written notice, the Party shall have a reasonable time to cure, but such cure period shall not exceed ninety (90) days, except as otherwise provided for the City in Section 2.7.

8.3 Events of Default

Each of the following shall constitute an event of default:

(a) **Failure to Cure Breach.** Failure to cure an event of breach as provided above in Section 8.2.

(b) **Repeated Pattern of Breach.** A pattern of breaches of this Agreement over time such that the combination of breaches constitutes a material failure by the Party to perform its obligations, even if each individual breach is later cured.

(c) **Fraud or Deceit.** Contractor practices, or attempts to practice, any fraud or deceit upon the City.

(d) **False or Misleading Statements.** Any representation or disclosure made to the City by Contractor in connection with or as an inducement to entering into this Agreement, or any future amendment to this Agreement, which proves to be false or misleading in any material respect as of the time such representation or disclosure is made, whether or not any such representation or disclosure appears as part of this Agreement. In addition, any Contractor-provided report containing a misstatement, misrepresentation, data manipulation, or an omission of fact or content explicitly defined by the Agreement, excepting typographical and grammatical errors.

(e) **Criminal Activity.** Either Party, its officer, managers, or employees are found guilty of criminal activity related directly or indirectly to performance of this Agreement.

(f) **Assignment Without Approval.** Contractor transfers or assigns this Agreement without express written approval of the City.

8.4 **Event of Default Not Curable**

Neither Party shall have the right to cure an event of Default as set forth in Section 8.3. However, either Party may waive a default as provided below in Section 9.2.

ARTICLE 9: REMEDIES AND RESOLUTION OF DISPUTES

In addition to the flow control enforcement remedies provided above in Section 2.7, City and Contractor shall each have the following remedies, upon a determination that the other party has committed an event of default:

9.1 **Right to Terminate**

City or Contractor may terminate this Agreement. The Party seeking termination shall (a) first, provide written notice to the other Party that it intends to terminate; and (b) second, obtain a court order from a court of competent jurisdiction in Sonoma County in order to effectuate termination. Termination shall be effective on the date specified in the court order.

9.2 **Waiver of Default**

City or Contractor may waive any default of the other Party if, in the Party's sole discretion, such a waiver would be in the best interests of both parties. A Party's waiver of default is not a waiver of future events that may have the same or similar conditions.

9.3 **Other Available Remedies**

A Party's election of one or more remedies described herein shall not limit that Party from any and all other remedies at law and in equity.

9.4 **Dispute Resolution**

(a) **Informal Resolution.** Should any dispute arise with respect to the performance and obligations of the Parties hereunder, at any time during the term of this Agreement, the provisions of this Section shall apply. Either Party shall give the other written notice of such dispute. Such notice shall specify a date and location for the Parties to meet and confer in good faith to resolve

any dispute that may arise in a cooperative and mutually satisfactory manner. City and Contractor shall attempt to resolve their disputes informally to the maximum extent possible. In the event the Parties cannot resolve such dispute within thirty (30) days of such notice, either Party may propose to enter mediation or non-binding arbitration, as set forth below.

(b) **Mediation.** Either Party may propose the appointment of a mediator for advice and non-binding mediation, and the Parties shall cooperate in promptly scheduling the mediation.

(i) The mediation shall be conducted by the Judicial Mediation and Arbitration Service (JAMS) or such other service the parties agree on. The neutral shall be selected by the parties, but if they are unable to agree on a mediator, JAMS or the substitute service shall select the mediator in accordance with its rules.

(ii) If the mediator is unable, within thirty (30) days thereafter, to reach a determination as to the matter in dispute in a manner acceptable to the Parties hereto, then either Party may refer the matter to non-binding arbitration or a Court of competent jurisdiction.

(c) **Non-Binding Arbitration.** Either Party may propose to enter non-binding arbitration, and the other Party shall attend such arbitration proceedings. Arbitration proceedings shall be in accordance with California Code of Civil Procedure Section 1280 et. seq., the then-current JAMS Streamlined Arbitration Rules, and the terms of this Section. The arbitration shall be administered by JAMS and conducted in the County of Sonoma.

(i) If the Parties are unable to select an arbitrator, JAMS shall select a qualified arbitrator from its panel. If JAMS is unwilling or unable to (1) serve as the provider of arbitration or (2) enforce any provision of this arbitration clause, the Parties may mutually designate another arbitration organization with similar procedures to serve as the provider of arbitration. If the parties cannot agree on the arbitration organization, the Presiding Judge of the Sonoma County Superior Court shall designate such an organization upon the petition of either Party. The arbitrator shall be independent of, and unaffiliated with, each Party and shall not ever have been an employee of either Party, under contract with either Party in the past five (5) years or acted as an arbitrator for such Party within the past five (5) years.

(ii) The arbitrator shall have the authority and power to award costs, including attorneys' fees and costs to the prevailing Party. Unless otherwise awarded by the arbitrator, the Parties shall evenly split the cost of any arbitration under this Section.

(d) **Pendency of Dispute.** During the pendency of any dispute under this Section, all applicable time periods directly related to the dispute shall be tolled until its resolution; provided, however, that no tolling shall apply to any matters other than those directly related to the dispute and such tolling shall not entitle a Party to breach, default, or fail to perform its obligations under this Agreement. In addition, the pendency of any dispute shall not stay or affect either Party's remedies under this Agreement, including but not limited to its rights to terminate.

ARTICLE 10: GENERAL PROVISIONS

10.1 Further Instruments

Each party will, whenever and as often as it shall be reasonably requested so to do by the other, cause to be executed, acknowledged or delivered, any and all such further instruments and

documents as may be necessary or proper, in the reasonable opinion of the requesting party, in order to carry out the intent and, purpose of this Agreement.

10.2 Corporate Guaranty

As a condition precedent to the effectiveness of this Agreement, Contractor's parent company, Republic Services, Inc., shall duly authorize, execute and deliver to the City the Corporate Guaranty attached hereto as Exhibit F.

10.3 Entire Agreement; Amendments

This Agreement contains the entire agreement between the Parties respecting the matters herein set forth and supersedes all prior or contemporaneous agreements or understandings, verbal or written, between the Parties hereto respecting such matters. This Agreement may be amended by written agreement of amendment executed by both Parties hereto, but not otherwise.

10.4 Governing Law and Venue

This Agreement shall be construed and enforced in accordance with the laws of the State of California. Any action that is commenced by either party to enforce or interpret any of the terms and conditions of this Agreement shall be brought in a court of competent jurisdiction for Sonoma County.

10.5 Successors and Assigns.

(a) Contractor shall not assign or transfer its rights or obligations under this Agreement without the express written consent of the City, which consent shall not be unreasonably withheld (in which event such transferee shall assume in writing all of the transferor's obligations hereunder, but such transferor shall not be released from its obligations hereunder). No consent given by the City to any transfer or assignment of the Contractor's rights or obligations hereunder shall be construed as consent to any other transfer or assignment of Contractor's rights or obligations hereunder. No transfer or assignment in violation of the provisions hereof shall be valid or enforceable. Any assignment of this Agreement without the express written consent of the City shall be null and void and shall be grounds for the City to declare a default of this Agreement and immediately exercise all rights and remedies hereunder. Subject to the foregoing, this Agreement and the terms and provisions hereof shall inure to the benefit of and be binding upon the successors and assigns of the Parties. If Contractor obtains express written consent of City to assign or transfer its rights and obligations, then Contractor shall follow the provisions for assignment and transfer in accordance with Section 19.2 of the County Operations Agreement. The transfer or assignment of this Agreement, along with the assets of Contractor, to another wholly owned subsidiary of Republic Services, Inc. or its successor shall not be deemed an assignment.

(b) City may assign its rights and responsibilities under this Agreement to any other entity as long as any such proposed assignee under this Section shall: (1) have the legal authority and financial capacity sufficient to assume and perform all of City's obligations hereunder; and (b) shall agree in writing to do so.

10.6 Notices.

Any notice which a Party is required or may desire to give the other shall be in writing and

shall be sent by personal delivery or by either (i) United States registered or certified mail, return receipt requested, postage prepaid, or (ii) Federal Express or similar generally recognized overnight carrier regularly providing proof of delivery, addressed as follows:

To City: City of Sebastopol
Attn: City Manager
7120 Bodega Avenue, Sebastopol, CA 95472
Phone: 707-823-1153
Fax: 707-823-1135

To Contractor:

Operations Manager
Republic Services of Sonoma County
500 Meacham Road
Petaluma, California 94952
Phone: (510) 453-8501
Fax: (707) 795-4635

and to:

Area President
Republic Services
3260 Blume Dr., Suite 200
Richmond, CA 94806
Phone: (510) 262-7566
Fax: (510) 262-7565

Any notice so given by mail shall be deemed to have been given as of the date of delivery established by U.S. Post Office return receipt or the overnight carrier's proof of delivery, as the case may be, whether accepted or refused. Any such notice not so given shall be deemed given upon receipt of the same by the Party to whom the same is to be given. Any Party hereto may designate a different address for itself by notice to the other Party in accordance with this Section. Delivery to each Party's designated representative listed above shall be deemed personal delivery to that Party.

10.7 Counterparts .

This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document.

10.8 Severability

If any provision of this Agreement, or the application of such provision to any person or circumstances, shall be held invalid by a court of competent jurisdiction, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those to which it is held invalid by such court, shall not be affected thereby.

[continued on next page]

10.9 Interpretation

To the extent there are any inconsistencies between this Agreement and the County Operations Agreement, the intent is for these two agreements to be read together in a manner to provide for consistency between them; provided, however, that under all circumstances the provisions in the County Operations Agreement shall control for the purposes of setting Gate Rates at the County facilities.

CONTRACTOR
REPUBLIC SERVICES OF SONOMA COUNTY, INC
A DELAWARE CORPORATION

CITY OF SEBASTOPOL

BY: Michael Caputo
11/16/15

BY: [Signature]

APPROVED AS TO FORM:

BY: [Signature]
CITY ATTORNEY

Exhibit A

LEGAL DESCRIPTION OF LAND: CENTRAL LANDFILL

The land referred to herein is situated in the State of California, County of Sonoma, Unincorporated Area, and is described as follows:

TRACT ONE:

PARCEL ONE:

BEING A PORTION OF THE-LANDS OF LUI STEFENONI, ET UX, AS RECORDED IN BOOK 570, OFFICIAL RECORDS, PAGE 28, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT CERTAIN PROPERTY SHOWN AS PARCEL 1 ON THE RECORD OF SURVEY OF THE LANDS OF LUI STEFENONI, ET UX, AS RECORDED IN BOOK 146, MAPS, PAGE 10.

EXCEPTING THEREFROM THAT PORTION LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT IN THE NORTHERLY LINE OF PARCEL I AS SHOWN ON THE RECORD OF SURVEY OF THE LANDS OF LUI STEFENONI, ET. UX., AS RECORDED IN BOOK 146 OF MAPS, PAGE 10 FROM WHICH ENGINEER'S STATION 68+51.58 P.O.C. AS SHOWN ON A MAP ENTITLED "MECHAM ROAD" DATED JUNE 1971 AND ON A MAP ENTITLED :LANDS TO BE DEEDED TO L. AND E. STEFENONI AT CENTRAL AREA DISPOSAL SITE" DATED FEBRUARY 1972 ON FILE IN THE OFFICE OF THE SONOMA COUNTY DEPARTMENT OF PUBLIC WORKS BEARS SOUTH 82°26'42" EAST, 41.38 FEET, ALSO FROM SAID POINT OF BEGINNING A ½ INCH IRON PIPE MONUMENT FOUND AND TAGGED L.S. 2798 IN SAID NORTHERLY LINE BEARS SOUTH 82°26'42" EAST, 30.49 FEET, THENCE FROM SAID POINT OF BEGINNING AND ALONG THE EASTERLY LINE OF THE LANDS OF STEVEFNONI AS DESCRIBED IN AN ORDER CONFIRMING SALE AND EXCHANGE OF ESTATE REAL PROPERTY RECORDED IN BOOK 2617 OF OFFICIAL RECORDS AT PAGE 392, SONOMA COUNTY RECORDS, THENCE ALONG SAID EASTERLY LINE SOUTHERLY ALONG A CURVE TO THE RIGHT OF RADIUS 962.00 FEET, WHOSE TANGENT BEARS SOUTH 31° 21' 59" WEST, THROUGH A CENTRAL ANGLE OF 0° 34' 12", FOR A DISTANCE OF 9.57 FEET; THENCE ALONG THE SOUTHERLY LINE OF SAID ORDER SOUTH 83° 17' 53" WEST, 12.85 FEET, TO A POINT THAT BEARS 48 FEET LEFT OF ENGINEERS CENTERLINE STATION 68+16.50, AS SAID CENTERLINE SHOWS ON A MAP TITLED MECHAM ROAD, DATED JUNE 1971, ON FILE IN THE SONOMA COUNTY DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS AS MICROFILM #2649; THENCE

SOUTHERLY ALONG A CURVE TO THE RIGHT OF RADIUS 952.00 FEET, WHOSE TANGENT BEARS SOUTH 32° 25' 09" WEST, THROUGH A CENTRAL ANGLE OF 4° 56' 09", FOR A DISTANCE OF 82.01 FEET TO A POINT THAT BEARS 48 FEET LEFT OF ENGINEERS CENTERLINE STATION 67+30.35; THENCE SOUTH 37° 21' 18" WEST, 492.36 FEET, TO A POINT THAT BEARS 48.00 FEET LEFT OF ENGINEERS CENTERLINE

STATION 62+00 AS SAID CENTERLINE SHOWS ON A MAP TITLED MECHAM ROAD, DATED SEPTEMBER 1976; THENCE SOUTH 36° 05' 36" WEST, 476.53 FEET TO A POINT WHICH BEARS 60 FEET LEFT OF ENGINEERS STATION 57+34.41; THENCE SOUTH 25° 31' 51" WEST, 116.03 FEET, TO A POINT THAT BEARS 60.00 FEET LEFT OF ENGINEERS STATION 56+18.38; THENCE SOUTH 31° 36' 56" WEST, 269.42 FEET TO A POINT THAT BEARS 50.00 FEET LEFT OF ENGINEERS CENTERLINE STATION 53+32.50; THENCE SOUTH 40° 49' 46" WEST, 529.85 FEET TO A POINT THAT BEARS 40.00 FEET LEFT OF ENGINEERS CENTERLINE STATION 48+02.74 AND THE BEGINNING OF A CURVE TO THE LEFT WITH A RADIUS OF 1040.00 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 24° 17' 00", FOR A DISTANCE OF 150.00 FEET TO THE SOUTHERLY LINE OF SAID PARCEL I.

EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED BY THE COUNTY OF SONOMA, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA, TO LOUIS STEFENONI, ET AL, BY DEED RECORDED MAY 8, 1972 IN BOOK 2625 OF OFFICIAL RECORDS, PAGE 674, UNDER RECORDER'S SERIAL NO. M 68961, SONOMA COUNTY RECORDS.

PARCEL TWO:

A STRIP OF LAND THIRTY-SIX (36) FEET IN WIDTH MEASURED AT RIGHT ANGLES, AND PARALLEL AND ADJACENT TO, THE EASTERLY LINE OF PARCEL 2 AS SHOWN ON THE RECORD OF SURVEY OF THE LANDS OF LUI STEFENONI, ET UX, AS RECORDED IN BOOK 146, MAPS, PAGE. 10, AND RUNNING FROM THE NORTHERLY BOUNDARY OF SAID PARCEL 2 TO THE SOUTHERLY BOUNDARY OF SAID PARCEL 2.

ACQUIRED FOR ROAD AND WATER-LINE PURPOSES

PARCEL THREE:

BEING A PORTION OF THE LANDS OF LUI STEFENONI, ET UX, AS DESCRIBED IN BOOK 592, OFFICIAL RECORDS, PAGE 394, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A STRIP OF LAND SIXTEEN (16) FEET IN WIDTH, MEASURED AT RIGHT ANGLES, AND PARALLEL AND ADJACENT TO THE MOST EASTERLY LINE OF THE SAID LANDS OF LUI STEFENONI, ET UX, SAID EASTERLY LINE ALSO BEING THE MOST WESTERLY LINE OF MEACHAM ROAD AS DESCRIBED IN BOOK 184, DEEDS, PAGE

33; AND RUNNING FROM THE NORTHERLY BOUNDARY OF THE LANDS OF STEFENONI, SAID BOUNDARY BEING THE SOUTHERLY BOUNDARY OF THE RIGHT OF WAY OF THE PETALUMA AND SANTA ROSA RAILROAD, TO THE SOUTHERLY BOUNDARY OF, STEFENONI, SAID BOUNDARY BEING THE NORTHEASTERLY BOUNDARY OF THE LANDS OF LUI STEFENONI, ET UX, AS DESCRIBED IN BOOK 570, OFFICIAL RECORDS, PAGE 28.

ACQUIRED FOR ROAD AND WATER LINE PURPOSES.

PARCEL FOUR:

COMMENCING AT A 3/4 INCH IRON PIPE MARKING THE SOUTHEASTERLY CORNER OF THE LANDS OF LUI STEFENONI AS DESCRIBED IN BOOK 592, OFFICIAL RECORDS, PAGE 394; THENCE S. 74° 41' 35" E., 11.95 FEET; THENCE N. 12° 42' 35" E., 1386.71 FEET; THENCE N. 20° 48' 45" E., 1138.39 FEET; THENCE N. 21° 02' 55" E., 536.24 FEET; THENCE N. 56° 23' 05" W., 20.36 FEET TO A POINT ON THE EASTERLY LINE OF THE LANDS OF STEFENONI, SAID POINT BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUING N. 56° 23' 05" W. PARALLEL TO AND 15.00 FEET MEASURED AT RIGHT ANGLES FROM THE SOUTHWESTERLY-RIGHT-OF-WAY LINE OF THE PETALUMA AND SANTA ROSA RAILROAD, 168.76 FEET; THENCE N. 67°29' 25" W. PARALLEL AND 15.00 FEET MEASURED AT RIGHT

ANGLES FROM SAID SOUTHWESTERLY LINE OF SAID RAILROAD 147.23 FEET; THENCE S. 14° 56' 35" W., 35.00 FEET; THENCE N. 64° 08' 25" W., 50.00 FEET; THENCE N. 14° 56' 35" E., 50.00 FEET TO THE SOUTHWESTERLY LINE OF THE PETALUMA AND SANTA ROSA RAILROAD, THENCE SOUTHEASTERLY ALONG SAID SOUTHWESTERLY LINE TO A POINT FROM WHICH THE POINT OF BEGINNING BEARS S. 21° 10' W., 15.47 FEET; THENCE S.21° 10' W., 15.47 FEET TO THE POINT OF BEGINNING

ACQUIRED FOR WELL SITE, ACCESS, AND UTILITY PURPOSES. BASIS OF BEARINGS: HAPPY ACRES RECORD OF SURVEY.

APN: 024-080-019

TRACT TWO:

COMMENCING AT THE MOST NORTHERLY POINT OF THE PROPERTY OF THE HENRY HAMMELL COMPANY, A CORPORATION, AT PETALUMA, SONOMA COUNTY, CALIFORNIA, SAID POINT BEING IN THE MIDDLE OF A ROAD LEADING EASTERLY TO THE STONY POINT-BLOOMFIELD COUNTY ROAD; THENCE FOLLOWING ALONG THE MIDDLE OF SAID ROAD AS FOLLOWS, TO WIT; SOUTH 37 DEGREES 30 MINUTES EAST, 475.2 FEET; SOUTH 55 DEGREES EAST, '66 FEET; SOUTH 65 DEGREES 15 MINUTES EAST, 66 FEET; SOUTH 79 DEGREES EAST, 66 FEET; SOUTH 85 DEGREES 15 MINUTES EAST, 66 FEET; NORTH 87 DEGREES 30 MINUTES EAST, 66

000042

FEET; NORTH 84 DEGREES 45 MINUTES EAST, 66 FEET AND NORTH 80 DEGREES 30 MINUTES EAST, 258.2 FEET; THENCE LEAVING SAID ROAD SOUTH 7 DEGREES 45 MINUTES EAST, 933.3 FEET; THENCE NORTH 89 DEGREES 30 MINUTES WEST, 1467 FEET TO AN IRON PIPE; THENCE NORTH 9 DEGREES 30 MINUTES WEST 1062 FEET TO AN IRON PIPE; THENCE NORTH 67 DEGREES 15 MINUTES EAST, 660 FEET TO THE POINT OF COMMENCEMENT. BEARINGS TRUE.

BEING A PORTION OF THE "RANCHO ROBLAR DE LA MISERIA".

A.P. NO. 022-020-003

TRACT THREE:

LYING WITHIN THE RANCHO ROBLAR DE LA MISERIA AND BEING A PORTION OF THE LANDS OF EUGENE CAMOZZI AND LYDIA CAMOZZI, HUSBAND AND WIFE AS COMMUNITY PROPERTY, AS TO AN UNDIVIDED 1 /2 INTEREST; AND ROBERT CAMOZZI AND GLORIA CAMOZZI, HUSBAND AND WIFE AS JOINT TENANTS, AS TO AN UNDIVIDED 1 /2 INTEREST AS DESCRIBED IN DEEDS RECORDED AS DOCUMENT NUMBER 1991 0038893 AND DOCUMENT NUMBER 1994 0102345 OF OFFICIAL RECORDS, SONOMA COUNTY RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

PARCEL A:

COMMENCING AT A POINT IN THE NORTHERLY LINE OF PARCEL 1 AS SHOWN ON THE RECORD OF SURVEY OF LANDS OF LUT STEFENONI, ET UX, AS RECORDED IN BOOK 146, OF MAPS, PAGE 10 FROM WHICH ENGINEER'S STATION 68 + 51.58 P.O.C. AS SHOWN ON A MAP ENTITLED "MECHAM ROAD" DATED JUNE 1971 AND ON A MAP ENTITLED "LANDS TO BE DEEDED TO L. AND E. STEFENONI AT CENTRAL AREA DISPOSAL SITE DATED FEBRUARY 1972 OF FILE IN THE OFFICE OF THE SONOMA COUNTY DEPARTMENT OF PUBLIC WORKS BEARS 82° 26' 42" EAST, 41.38 FEET; ALSO FROM SAID POINT OF COMMENCEMENT AT A 1 /2 INCH IRON PIPE MONUMENT FOUND AND TAGGED L.S. 2798 IN SAID NORTHERLY LINE BEARS SOUTH 82° 26' 42" EAST, 30.49 FEET; THENCE FROM SAID POINT OF COMMENCEMENT AND ALONG SAID NORTHERLY LINE NORTH 82° 26' 42" WEST, 1056.75 FEET TO ANOTHER 1/2 INCH IRON PIPE MONUMENT FOUND AND TAGGED L.S. 2798 MARKING AN ANGLE POINT IN SAID NORTHERLY LINE; SAID 1/2 INCH IRON PIPE MONUMENT FOUND BEING DESIGNATED AS POINT "A"; THENCE NORTH 44° 47' 18" WEST, 15.21 FEET, TO A #5 REBAR MONUMENT WITH A 2 INCH CAP STAMPED SONOMA COUNTY DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS AND THE POINT OF BEGINNING; THENCE NORTH 44° 47' 18" WEST, 1107.23 FEET, TO A #5 REBAR MONUMENT WITH A 2 INCH CAO STAMPED SONOMA COUNTY DEPARTMENT OF TRANSPORTATION OF PUBLIC WORKS; THENCE NORTH 04° 52' 58" WEST 588.72 FEET TO THE POINT OF BEGINNING.

PARCEL B:

COMMENCING AT POINT "A" AS DESIGNATED IN PARCEL "A"; THENCE FROM SAID POINT OF COMMENCEMENT AND ALONG ABOVE SAID NORTHERLY LINE NORTH 44° 47' 18" WEST, 494.47 FEET TO A 3/4 INCH IRON PIPE MONUMENT SET AND MARKED "CSSC"; SAID 3/4 INCH IRON PIPE SET BEING THE TRUE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL; THENCE FROM SAID POINT OF BEGINNING AND CONTINUING ALONG SAID NORTHERLY LINE NORTH 44° 47' 18" WEST, 406.40 FEET TO ANOTHER 3/4 INCH IRON PIPE MONUMENT SET AND MARKED "CSSC"; THENCE LEAVING SAID NORTHERLY LINE SOUTH 7° 19' 55" WEST, 219.24 FEET TO ANOTHER 3/4 INCH IRON PIPE MONUMENT SET AND MARKED "CSSC"; THENCE SOUTH 77° 16' 24" EAST, 322.20 FEET TO THE POINT OF BEGINNING.

A.P. NO.: 024-080-030

EXHIBIT B EXCLUSIONS FROM COMMITTED CITY WASTE

The following categories of Waste are excluded from the City's waste delivery commitment in Section 2.1:

- (a) Source Separated Generic Recyclable Material;
- (b) Construction and Demolition Wastes, except to the extent the City currently or in the future exercises Flow Control over Construction and Demolition Wastes or the City's Franchised Hauler has agreed to deliver Construction and Demolition Wastes to the County Facilities;
- (c) Self-Haul Waste; and
- (d) Source Separated Green Waste, Wood Waste, and residential Food Waste.

000046

EXHIBIT C

FRANCHISED HAULER'S AGREEMENT TO BE BOUND BY CITY'S WASTE DELIVERY COMMITMENT

This agreement is entered into between North Bay Corporation, Inc ("Franchised Hauler"), the City of SEBASTOPOL ("City") and Republic Waste Services of Sonoma County, Inc. ("Contractor"). All words and phrases in this agreement with initial capital letters are defined in the attached Waste Delivery Agreement.

Franchised Hauler acknowledges that it has read and understood the foregoing Waste Delivery Agreement ("Waste Delivery Agreement") between the City and Contractor. Franchised Hauler agrees to fully honor and comply with the City's Waste delivery obligations to Contractor in the Waste Delivery Agreement, and as the Waste Delivery Agreement may hereafter be modified or extended by the City and Contractor at their sole discretion. Franchised Hauler shall deliver all such Waste to Contractor and the County facilities as required by and in accordance with the Waste Delivery Agreement. The Term of Franchised Hauler's obligations hereunder shall be coterminous with the Term of the City's Waste Delivery Agreement with Contractor, and therefore will not expire until the Term of the Waste Delivery Agreement, as it may be extended by City and Contractor, expires.

Without limiting the generality of the foregoing, Franchised Hauler agrees that:

1. Notwithstanding any other term, condition or provision in Franchised Hauler's franchise agreement with the City, Franchised Hauler will deliver all Committed City Waste that is collected, transported or otherwise handled by Franchised Hauler to the Contractor and County Facilities for the Term of the Waste Delivery Agreement, as it now exists or may hereafter be modified or extended, except for Waste that is excluded from the City's Waste delivery obligation to Contractor as described in Section 2.2 and Exhibit B of the Waste Delivery Agreement. Franchised Hauler shall do all things necessary and execute any further agreements or instruments required to effectuate Franchised Hauler's obligation this agreement. In addition, Franchised Hauler shall deliver all Construction and Demolition Debris collected in the City to the County facilities. This agreement by Franchised Hauler amends, supersedes and controls over any contrary or inconsistent provision in any agreement that Franchised Hauler has, or may hereafter enter into, with the City.
2. Franchised Hauler shall pay Contractor's invoices for delivery of Waste collected by Franchised Hauler in the City within thirty (30) of the date of the invoice. Any unpaid invoiced amounts not paid within said thirty (30) days shall bear interest at the rate of one and one half percent (1.5%) per month until paid. Contractor shall be entitled to recover its attorneys' fees, expert witness fess and all other costs of litigation incurred in collecting delinquent invoices from Franchised Hauler.

000047


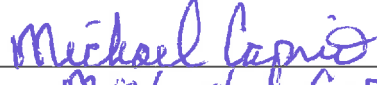
3. Franchised Hauler shall commence the City-wide collection of Food Waste from commercial Premises in the City when directed to do so by the City. The Franchised Hauler's costs of this program are being fully compensated through the Contractor's Gate Rates, and Franchised Hauler agrees not to seek additional compensation from City for the Contractor's incremental costs of implementing and conducting the commercial Food Waste collection program for the Term of the Agreement.

4. Franchised Hauler shall commence the City-wide collection of dry commercial Mixed Waste from commercial Premises in the City when directed to do so by the City. The Franchised Hauler's costs of this program are being fully compensated through the Contractor's Gate Rates, and Franchised Hauler agrees not to seek additional compensation from City for the Contractor's incremental costs of implementing and conducting the dry commercial Mixed Waste collection program for the Term of the Agreement.

5. Franchised Hauler shall defend and indemnify the City from and against any and all losses and liabilities associated with the Franchised Hauler's breach of this Agreement.

6. The parties acknowledge that the implementation of the Waste Delivery Agreement will result in an increase in the cost of disposal at the County Facilities. City agrees that Franchised Hauler may pass through the increase in disposal costs arising upon the Effective Date of the Waste Delivery Agreement. Franchised hauler shall promptly notify City of the rate increase for each service provided by Franchised Hauler necessary to defray the increased cost of disposal at the County facilities under the Waste Delivery Agreement. City shall reasonably approve the imposition of such increased maximum rates on the Effective Date of the Waste Delivery Agreement.

7. This agreement shall bind Franchised Hauler and its subcontractors and affiliates and each of their respective successors and assigns.

<p>Dated: December 2, 2014</p>	<p>CITY OF SEBASTOPOL</p> <p>By: </p> <p>Name: Larry McLaughlin Title: City Manager</p>
<p>Dated: <u>1/16/15</u></p>	<p>CONTRACTOR:</p> <p>REPUBLIC SERVICES OF SONOMA COUNTY, INC., A DELAWARE CORPORATION</p> <p>By: </p> <p>Name: <u>Michael Caprio</u> Title: <u>Area President</u></p>

<p>Dated: _____</p>	<p>FRANCHISE HAULER:</p> <p>NORTH BAY CORPORATION, INC</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p>
---------------------	---

APPROVED AS TO FORM:

EXHIBIT D

Initial Gate Rate and Contractor Service Fee

Initial Gate Rate:	\$126.45
Initial Contractor Service Fee:	\$104.35
Initial Governmental Fee Component (detailed below):	\$7.85
Waste Management Agency Fee:	\$4.85
AB 1220 Fee (State Board of Equalization):	\$1.40
Sonoma Local Enforcement Agency (LEA) Fee*:	\$0.91
Regional Water Board Fees*:	\$0.57
Bay Air Quality Air Districts*:	\$0.12
County Concession Payment:	\$9.25
Committed Cities Contingent Liability Fee	\$5.00

*Note:

These costs are not assessed on a per ton basis but rather are lump sum annual estimated costs of each of these governmental agency fees. The initial lump sum estimates are \$200,000 for the LEA Fee, \$126,000 for the Water Board Fees and \$26,000 for the Air District Fees. All fees are divided by an estimated 220,000 annual tons for the first Operating Year of the Agreement.

Contractor shall be responsible for the payment of all Government Fees.

The Initial Contractor Service Fee paid by the County or a Committed City, shall be reduced by \$3.60 per ton (as such amount is annually increased by Section 11.4) in the event the Prime Subcontractor (or its Affiliate) is not the County's or a Committed City's designated Franchise Hauler during any portion of the Committed Waste Period, but only with respect to that franchised Solid Waste from a given Committed City or the County which is delivered to the County Facilities by such successor hauler.

EXHIBIT E

**SCOPE OF SERVICES TO BE PROVIDED BY CONTRACTOR
(See attached.)**

000051

Contractor's Scope of Services are set forth in the County Operations Agreement, as amended, Articles 3 through 9, inclusive, and Article 13.

000052

EXHIBIT F

FORM OF GUARANTY

THIS GUARANTY, INDEMNIFICATION AND RELEASE AGREEMENT (this “**Guaranty**”) is made as of December 2, 2014, by **REPUBLIC SERVICES, INC.**, a Delaware corporation (“**Guarantor**”), in favor of **THE CITY OF SEBASTOPOL**, a political subdivision of the State of California (“**City**”).

RECITALS

A. Republic Services of Sonoma City, Inc. a Delaware corporation, as contractor (“**Contractor**”), and City are parties to that certain Waste Delivery Agreement dated as of December 2, 2014 (the “**Agreement**”). Contractor is also a party to the County Operations Agreement with the County of Sonoma. Initially capitalized terms used herein without definition will have the meaning given such term in the Agreement are hereby incorporated herein.

B. To induce City to enter into the Agreement and consummate the transactions contemplated thereby, Guarantor has agreed to enter into this Guaranty.

C. Guarantor is the ultimate parent of Contractor.

D. Without this Guaranty, City would not have entered into the Agreement. Therefore, in consideration of City’s execution of the Agreement, Guarantor has agreed to execute this Guaranty.

NOW, THEREFORE, in consideration of the foregoing Recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Guarantor agrees as follows:

1. **Guaranty.** Guarantor guarantees to City and its successors and assigns, the full and prompt payment and performance when due of all of the obligations of Contractor arising out of, in connection with, under or related to the Waste Delivery Agreement and the Master Operations Agreement, as such terms are defined in the Agreement and each and every other document and agreement executed by Contractor in connection with the consummation of the transactions contemplated by the Agreement, including all City Waste Delivery Agreements (which shall collectively be referred to herein as the “**Project Documents**”). The obligations guaranteed pursuant to this Guaranty are collectively referred to herein as the “**Guaranteed Obligations.**”

2. **Unconditional Obligations.** This Guaranty is a guaranty of payment and performance and not of collection and is an absolute, unconditional and irrevocable guarantee of the full and prompt payment and performance when due of all of the Guaranteed Obligations, whether or not from time to time reduced or extinguished or hereafter increased or incurred; whether or not recovery may be, or hereafter may become, barred by any statute of limitations or otherwise; provided, however, that this Guaranty shall not be enforceable against Guarantor to the extent (and only to the extent) it is determined or has been determined not to be enforceable

000053

EXHIBIT F

either by an arbitrator pursuant to the Dispute Resolution Provision in the Agreement (the “Dispute Resolution Provision”) or by a court of competent jurisdiction that the Guaranteed Obligations are not enforceable against Contractor. If any payment made by Contractor or any other Person and applied to the Guaranteed Obligations is at any time annulled, set aside, rescinded, invalidated, declared to be fraudulent or preferential or otherwise required to be repaid or refunded, then, to the extent of such payment or repayment, the liability of Guarantor will be and remain in full force and effect as fully as if such payment had never been made. Guarantor covenants that this Guaranty will not be fulfilled or discharged, except by the complete payment and performance of the Guaranteed Obligations, whether by the primary obligor or Guarantor under this Guaranty. Without limiting the generality of the foregoing, Guarantor’s obligations hereunder will not be released, discharged or otherwise affected by (a) any change in the Project Documents or the obligations thereunder, or any insolvency, bankruptcy or similar proceeding affecting Contractor, Guarantor or their respective assets; and (b) the existence of any claim or set-off which Contractor has or Guarantor may have against City, whether in connection with this Guaranty or any unrelated transaction, except and only to the extent any claim or set-off is actually allowed either by an arbitrator pursuant to the Dispute Resolution Provision or by a court of competent jurisdiction, provided that nothing in this Guaranty will be deemed a waiver by Guarantor of any claim or prevent the assertion of any claim by separate suit. This Guaranty will in all respects be a continuing, absolute, and unconditional guaranty irrespective of the genuineness, validity, regularity or enforceability of the Guaranteed Obligations or any part thereof or any instrument or agreement evidencing any of the Guaranteed Obligations or relating thereto, or the existence, validity, enforceability, perfection, or extent of any collateral therefor or any other circumstances relating to the Guaranteed Obligations which might otherwise constitute a defense to the Guaranteed Obligations or this Guaranty, except and only to the extent such defenses are adjudicated or have been adjudicated either by an arbitrator pursuant to the Dispute Resolution Provision or by a court of competent jurisdiction.

3. **Independent Obligations.** Guarantor agrees that the Guaranteed Obligations are independent of the obligations of Contractor and if any default occurs hereunder, a separate action or actions may be brought and prosecuted against Guarantor whether or not Contractor is joined therein. City may maintain successive actions for other defaults of Guarantor. City’s rights hereunder will not be exhausted by the exercise of any of its rights or remedies or by any such action or by any number of successive actions until and unless all Guaranteed Obligations have been paid and fully performed.

a. Guarantor agrees that City may enforce this Guaranty, at any time and from time to time, without the necessity of resorting to or exhausting any security or collateral and without the necessity of proceeding against Contractor. Guarantor hereby waives the right to require City to proceed against Contractor, to exercise any right or remedy under any of the Project Documents or to pursue any other remedy or to enforce any other right.

b. Guarantor will continue to be subject to this Guaranty notwithstanding:
(i) any modification, agreement or stipulation between or among Contractor or City or their

EXHIBIT F

respective successors and assigns, with respect to any of the Project Documents or the Guaranteed Obligations; (ii) any waiver of or failure to enforce any of the terms, covenants or conditions contained in any of the Project Documents or any modification thereof; (iii) any release of Contractor from any liability with respect to any of the Project Documents; or (iv) any release or subordination of any collateral then held by City as security for the performance by Contractor of the Guaranteed Obligations.

c. The Guaranteed Obligations are not conditional or contingent upon the pursuit by City of any remedies which City either now has or may hereafter have with respect thereto under any of the Project Documents.

4. **Liability of Guarantor.**

a. City may enforce this Guaranty upon the occurrence of a breach by Contractor of any of the Guaranteed Obligations (following the expiration of any notice and cure period set forth in the applicable Contract Document and applicable to such breach), notwithstanding the existence of any dispute between or among City, Contractor and Guarantor with respect to the existence of such a breach.

b. Guarantor's performance of some, but not all, of the Guaranteed Obligations will in no way limit, affect, modify or abridge Guarantor's liability for those Guaranteed Obligations that have not been performed.

c. City, upon such terms as it deems appropriate, without notice or demand and without affecting the validity or enforceability of this Guaranty or giving rise to any reduction, limitation, impairment, discharge or termination of Guarantor's liability hereunder, from time to time may (i) with respect to the financial obligations of Contractor, renew, extend, accelerate, increase the rate of interest on, or otherwise change the time, place, manner or terms of payment of financial obligations that are Guaranteed Obligations, and/or subordinate the payment of the same to the payment of any other obligations, (ii) settle, compromise, release or discharge, or accept or refuse any offer of performance with respect to, or substitutions for, the Guaranteed Obligations or any agreement relating thereto, (iii) request and accept other guarantees of the Guaranteed Obligations and take and hold security for the payment of this Guaranty or the Guaranteed Obligations, (iv) release, surrender, exchange, substitute, compromise, settle, rescind, waive, alter, subordinate or modify, with or without consideration, any security for performance of the Guaranteed Obligations, any other guarantees of the Guaranteed Obligations, or any other obligation of any Person with respect to the Guaranteed Obligations, (v) enforce and apply any security hereafter held by or for the benefit of City in respect of this Guaranty or the Guaranteed Obligations and direct the order or manner of sale thereof, or exercise any other right or remedy that City may have against any such security, as City in its discretion may determine, and (vi) exercise any other rights available to it under the Project Documents.

EXHIBIT F

d. This Guaranty and the obligations of Guarantor hereunder will be valid and enforceable and will not be subject to any reduction, limitation, impairment, discharge or termination for any reason (other than infeasible performance in full of the Guaranteed Obligations), including without limitation the occurrence of any of the following, whether or not Guarantor will have had notice or knowledge of any of them: (i) any failure or omission to assert or enforce or agreement or election not to assert or enforce, or the stay or enjoining, by order of court, by operation of law or otherwise, of the exercise or enforcement of, any claim or demand or any right, power or remedy (whether arising under the Project Documents, at law, in equity or otherwise) with respect to the Guaranteed Obligations or any agreement or instrument relating thereto; (ii) any rescission, waiver, amendment or modification of, or any consent to departure from, any of the terms or provisions (including without limitation provisions relating to events of default) of the Project Documents or any agreement or instrument executed pursuant thereto; (iii) City's consent to the change, reorganization or termination of the corporate structure or existence of Contractor; (iv) any defenses, set-offs or counterclaims Contractor may allege or assert against City in respect of the Guaranteed Obligations, including but not limited to failure of consideration, breach of warranty, payment, statute of frauds, statute of limitations, accord and satisfaction and usury, except and only to the extent any defenses, set-offs, or counterclaims are actually allowed either by the arbitrator pursuant to the Dispute Resolution Provision or by a court of competent jurisdiction; and (v) any other act or thing or omission, or delay to do any other act or thing, which may or might in any manner or to any extent vary the risk of Guarantor as an obligor in respect of the Guaranteed Obligations.

e. The parties hereto specifically agree that, in addition to any and all remedies at law available to the City, the City shall be entitled to the remedy of specific performance of any and all Guaranteed Obligations, and Guarantor specifically agrees that the City shall be entitled to any other remedies incidental to enforcing such specific performance, including, without limitation, the granting of appropriate injunctive relief.

f. It is the intent of the parties that the Guarantor's liability for the Guaranteed Obligations shall be limited to that of Contractor, and that this instrument shall not impose greater obligations upon the Guarantor than would be owed to the City by Contractor. Any final determination either by an arbitrator pursuant to the Dispute Resolution Provision or by a court of competent jurisdiction with respect to any of the Guaranteed Obligations shall establish the limits of this Guaranty with respect thereto. Nothing in this Section shall affect the enforceability of the Guarantor's waiver of defenses, subrogation rights, and reimbursement rights set forth in Sections 5 and 6.

5. **Waivers.** To the fullest extent permitted by law, Guarantor hereby waives and agrees not to assert or take advantage of: **(a)** any right to require City to proceed against Contractor or any other Person or to proceed against or exhaust any security held by City at any time or to pursue any right or remedy under any of the Project Documents or any other remedy in City's power before proceeding against Guarantor; **(b)** any defense that may arise by reason of the incapacity, lack of authority, death or disability of, or revocation hereby by Guarantor,

EXHIBIT F

Contractor or any other Person or the failure of City to file or enforce a claim against the estate (either in administration, bankruptcy or any other proceeding) of any such Person; (c) any defense that may arise by reason of any presentment, demand for payment or performance or otherwise, protest or notice of any other kind or lack thereof; (d) any right or defense arising out of an election of remedies by City even though the election of remedies, such as nonjudicial foreclosure with respect to any security for the Guaranteed Obligations, has destroyed the Guarantor's rights of subrogation and reimbursement against Contractor by the operation of Section 580d of the Code of Civil Procedure or otherwise; (e) all notices to Guarantor, to Contractor or to any other Person, including, but not limited to, notices of the acceptance of this Guaranty or the creation, renewal, extension, modification, accrual of any of the obligations of Contractor under any of the Project Documents, or of default in the payment or performance of any such obligations, enforcement of any right or remedy with respect thereto or notice of any other matters relating thereto; (f) any requirements of diligence or promptness on the part of City; (g) except as specifically provided elsewhere in this Guaranty, any defense arising out of the lack of validity or the unenforceability of the Guaranteed Obligations or any agreement or instrument relating thereto or by reason of the cessation of the liability of Contractor or any other Person from any cause other than indefeasible performance in full of the Guaranteed Obligations; (h) any defense based upon any statute or rule of law which provides that the obligation of a surety must be neither larger in amount nor in other respects more burdensome than that of the principal or which reduces a surety's or guarantor's obligation in proportion to the principal obligation, including, without limitation, all rights and benefits under Section 2809 of the California Civil Code purporting to reduce a guarantor's obligation in proportion to the obligation of the principal; (i) any defense based upon any act or omission of City which directly or indirectly results in or aids the discharge or release of Contractor, Guarantor or any security given or held by City in connection with the Guaranteed Obligations; (j) any and all suretyship defenses under applicable law including, but not limited to, any defense under Sections 2787 through 2855, inclusive, of the California Civil Code; and (k) any statute of limitations affecting Guarantor's liability hereunder or the enforcement thereof.

6. **Waiver of Subrogation and Rights of Reimbursement.** Until the Guaranteed Obligations have been indefeasibly paid in full, Guarantor waives any claim, right or remedy which it may now have or may hereafter acquire against Contractor that arises from the performance of Guarantor hereunder, including, without limitation, any claim, right or remedy of subrogation, reimbursement, exoneration, contribution, or indemnification, or participation in any claim, right or remedy of City against Contractor, or any other security or collateral that City now has or hereafter acquires, whether or not such claim, right or remedy arises in equity, under contract, by statute, under common law or otherwise.

7. **Waivers by Guarantor if Real Property Security.** If the Guaranteed Obligations are or become secured by real property or an estate for years, Guarantor waives all rights and defenses that Guarantor may have because the Guaranteed Obligations are secured by real property. This means, among other things:

EXHIBIT F

a. City may collect from Guarantor without first foreclosing on any real or personal property collateral pledged by Contractor.

b. If City forecloses on any real property collateral pledged by Contractor:

(1) The amount of the Guaranteed Obligation may be reduced only by the price for which that collateral is sold at the foreclosure sale, even if the collateral is worth more than the sale price.

(2) City may collect from Guarantor even if City, by foreclosing on the real property collateral, has destroyed any right Guarantor may have to collect from Contractor.

This is an unconditional and irrevocable waiver of any rights and defenses Guarantor may have because the Guaranteed Obligations secured by real property. These rights and defenses include, but are not limited to, any rights or defenses based upon Section 580a, 580b, 580d, or 726 of the Code of Civil Procedure.

8. **Default: Cumulative Rights.** The City may declare Guarantor in default under this Guaranty for any failure to fully perform and discharge its obligations and liabilities under this Guaranty. Guarantor and the City specifically agree that, in addition to any and all remedies at law or in equity that the City may have, the City shall be entitled to the remedy of specific performance of any of the provisions and obligations to be performed by Guarantor under this Guaranty and that the City shall be entitled to any other provisional remedies incidental to enforcing such specific performance, including, without limitation, the granting of appropriate injunctive relief. All rights, powers and remedies of City hereunder will be in addition to and not in lieu of all other rights, powers and remedies given to City, whether at law, in equity or otherwise.

9. **GUARANTOR'S RELEASE OF THE CITY AND COMMITTED CITIES.** **GUARANTOR, FOR ITSELF AND ON BEHALF OF EACH OF ITS SHAREHOLDERS, SUBSIDIARIES, AFFILIATES, AND EACH OF THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, DOES HEREBY RELEASE, HOLD HARMLESS AND FOREVER DISCHARGE THE CITY, EACH MEMBER OF THE CITY GROUP, AND THE COMMITTED CITIES FROM ANY AND ALL LOSSES AND LIABILITIES, IN EACH CASE, OF ANY KIND OR CHARACTER, WHETHER KNOWN OR UNKNOWN, HIDDEN OR CONCEALED, TO THE PERSON OR PROPERTY OF GUARANTOR, ITS SUCCESSORS AND ASSIGNS, RESULTING FROM OR ARISING OUT OF (1) ANY LOSSES TO GUARANTOR ARISING OUT OF THIS GUARANTY; (2) THE PAST, PRESENT, CONTINUED AND FUTURE SCREENING, ACCEPTANCE, DISPOSAL, TREATMENT, SORTING, HANDLING AND PROCESSING BY THE CONTRACTOR GROUP OF WASTE OR OTHER MATERIAL (INCLUDING COMMITTED COUNTY WASTE, COMMITTED CITY WASTE AND SELF-HAUL WASTE) AT OR IN THE LANDFILL OR ANY OTHER OF THE FACILITIES, EXCEPT FOR SCREENING,**

EXHIBIT F

TREATMENT, OR PROCESSING THAT OCCURRED AT RECYCLETOWN ON THE LANDFILL PRIOR TO THE EFFECTIVE DATE; (3) THE SCREENING, ACCEPTANCE, DISPOSAL, TREATMENT, SORTING, HANDLING AND PROCESSING OF WASTE OR OTHER MATERIAL (INCLUDING COMMITTED COUNTY WASTE, COMMITTED CITY WASTE AND SELF-HAUL WASTE) AT THE TRANSFER STATIONS OCCURRING DURING THE COMMITTED WASTE PERIOD AND ANY CITY FACILITIES OPERATING PERIOD; (4) THE DISPOSAL OF WASTE BY CONTRACTOR COMING FROM THE COUNTY OF SONOMA AT FACILITIES OTHER THAN THE CITY FACILITIES (INCLUDING FACILITIES LOCATED OUTSIDE OF THE COUNTY OF SONOMA BUT EXCLUDING FACILITIES NOT OWNED OR OPERATED BY CONTRACTOR OR ITS PRIME SUBCONTRACTOR); (5) ANY REMEDIATION, CLOSURE AND POST-CLOSURE OBLIGATIONS SET FORTH IN THE AGREEMENT; (6) ANY MATTER OR ITEM INCLUDED WITHIN THE ASSUMED LIABILITIES (BUT EXCLUDING ANY EXCLUDED LIABILITIES); (7) ANY ENVIRONMENTAL CONDITION OR REMEDIATION AT THE TRANSFER STATIONS OCCURRING DURING THE COMMITTED WASTE PERIOD OR COUNTY FACILITIES OPERATIONS PERIOD; (8) ANY ENVIRONMENTAL CONDITION AT THE MATERIALS RECOVERY FACILITY OCCURRING DURING THE COMMITTED WASTE PERIOD OR THE COUNTY FACILITIES OPERATING PERIOD; OR (9) CONTRACTOR'S INDEMNITIES SET FORTH IN THE MASTER OPERATIONS AGREEMENT.

GUARANTOR HEREBY WAIVES ANY AND ALL RIGHTS AND BENEFITS THAT IT NOW HAS, OR IN THE FUTURE MAY HAVE CONFERRED UPON IT BY VIRTUE OF THE PROVISIONS OF SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA (OR ANY OTHER STATUTE OR COMMON LAW PRINCIPLES OF SIMILAR EFFECT), WHICH PROVIDES AS FOLLOWS:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

IN THIS CONNECTION, GUARANTOR HEREBY AGREES, REPRESENTS, AND WARRANTS THAT IT REALIZES AND ACKNOWLEDGES THAT FACTUAL MATTERS NOW UNKNOWN TO IT MAY HAVE GIVEN OR MAY HEREAFTER GIVE RISE TO CLAIMS THAT ARE PRESENTLY UNKNOWN, UNANTICIPATED AND UNSUSPECTED, AND IT FURTHER AGREES, REPRESENTS, AND WARRANTS THAT THIS RELEASE HAS BEEN NEGOTIATED AND AGREED UPON IN LIGHT OF THAT REALIZATION AND IT NEVERTHELESS HEREBY INTENDS TO RELEASE THE CITY AND THE COMMITTED CITIES FROM THE LOSSES DESCRIBED IN THIS SECTION 9. THIS RELEASE OF THE CITY AND THE COMMITTED CITIES

EXHIBIT F

BY GUARANTOR WILL BE DEEMED TO BE REMADE BY GUARANTOR AS OF THE CLOSING AND SHALL SURVIVE THE CLOSING.

Guarantor's Initials TB

Notwithstanding the foregoing, the release set forth herein shall not preclude Guarantor from, and Guarantor hereby expressly reserves its right to, pursue all third parties (which expressly exclude any Entity released hereby) for any matter covered by the release set forth in this Section 9.

10. Covenant Not to Sue

(a) It is expressly intended that neither Guarantor, nor any Entity claiming through Contractor, shall have any rights, claims, remedies or actions against the City and/or the Committed Cities for any matter with respect to which Contractor has provided indemnification under the Agreement, including Section 15.1 thereof, or Contractor or Guarantor has provided a release under the Agreement, including Section 9 of this Guaranty. Notwithstanding the foregoing, Contractor is not assuming any Excluded Liabilities or any liabilities or obligations for any matter covered by the City's indemnities under Article 15 of the Agreement.

(b) Guarantor, for itself and on behalf of each of its members, shareholders, subsidiaries, affiliates, and each of their respective successors and assigns, does hereby covenant forever and unconditionally not to sue, make any claim or take any action against the City and any of the Committed Cities for any Loss arising out of, relating to (i) any Assumed Liabilities; (ii) any matter with respect to which Contractor has provided indemnification under the Agreement, including Article 15 thereof, or Contractor or Guarantor has provided a release under the Agreement, including Section 9 of this Guaranty; and (iii) facilities other than the Facilities at which Contractor disposes of Waste from the City of Sebastopol.

11. Representations and Warranties. Guarantor represents and warrants that:

a. it is a corporation duly organized, validly existing, and in good standing under the laws of the State of Delaware and qualified to do business and is in good standing under the laws of the State of California;

b. it has all requisite corporate power and authority to execute, deliver and perform this Guaranty;

c. the execution, delivery, and performance by Guarantor of this Guaranty have been duly authorized by all necessary corporate action on the part of Guarantor;

d. this Guaranty has been duly executed and delivered and constitutes the legal, valid and binding obligation of Guarantor, enforceable against Guarantor in accordance with its terms;

e. neither the execution nor delivery of this Guaranty nor compliance with or fulfillment of the terms, conditions, and provisions hereof, will conflict with, result in a material

EXHIBIT F

breach or violation of the terms, conditions, or provisions of, or constitute a material default, an event of default, or an event creating rights of acceleration, termination, or cancellation, or a loss of rights under (1) the certificate of incorporation or by-laws of Guarantor, (2) any judgment, decree, order, contract, agreement, indenture, instrument, note, mortgage, lease, governmental permit, or other authorization, right restriction, or obligation to which Guarantor is a party or any of its property is subject or by which Guarantor is bound, or (3) any federal, state, or local law, statute, ordinance, rule or regulation applicable to Guarantor;

f. it now has and will continue to have full and complete access to any and all information concerning the transactions contemplated by the Project Documents or referred to therein, and the financial status of Contractor and its ability to perform the Guaranteed Obligations;

g. it has reviewed and approved copies of the Project Documents and is fully informed of the remedies City may pursue, with or without notice to Contractor or any other Person, in the event of default of any of the Guaranteed Obligations;

h. it has made and so long as the Guaranteed Obligations (or any portion thereof) remain unsatisfied, it will make its own credit analysis of Contractor and will keep itself fully informed as to all aspects of the financial condition of Contractor, the performance of the Guaranteed Obligations of all circumstances bearing upon the risk of nonpayment or nonperformance of the Guaranteed Obligations. Guarantor hereby waives and relinquishes any duty on the part of City to disclose any matter, fact or thing relating to the business, operations or conditions of Contractor now known or hereafter known by City;

i. no consent, authorization, approval, order, license, certificate, or permit or act of or from, or declaration or filing with, any governmental authority or any party to any contract, agreement, instrument, lease, or license to which Guarantor is a party or by which Guarantor is bound, is required for the execution, delivery, or compliance with the terms hereof by Guarantor, except as have been obtained prior to the date hereof; and

j. there is no pending or, to the best of its knowledge, threatened action, suit, proceeding, arbitration, litigation, or investigation of or before any Governmental Authority which challenges the validity or enforceability of this Guaranty.

12. **Governing Law.** The validity, interpretation and effect of this Guaranty are governed by and will be construed in accordance with the laws of the State of California applicable to contracts made and performed in such State and without regard to conflicts of law doctrines.

13. **Entire Document.** This Guaranty contains the entire agreement of Guarantor with respect to the transactions contemplated hereby, and supersede all negotiations, representations, warranties, commitments, offers, contracts and writings prior to the date hereof, written or oral, with respect to the subject matter hereof. No waiver, modification or amendment of any provision of this Guaranty is effective unless made in writing and duly signed by City

EXHIBIT F

referring specifically to this Guaranty, and then only to the specific purpose, extent and interest so provided.

14. **Severability.** If any provision of this Guaranty is determined to be unenforceable for any reason by a court of competent jurisdiction, it will be adjusted rather than voided, to achieve the intent of the parties and all of the provisions not deemed unenforceable will be deemed valid and enforceable to the greatest extent possible.

15. **Notices.** Any communication, notice or demand of any kind whatsoever under this Guaranty shall be in writing and delivered by personal service (including express or courier service), by electronic communication, whether by telex, telegram or telecopying (if confirmed in writing sent by registered or certified mail, postage prepaid, return receipt requested), or by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to City:

City of Sebastopol
Attn: City Manager
7120 Bodega Avenue
Sebastopol, California 95472
Phone: 707-823-1153
Fax: 707-823-1135

If to Guarantor:

Republic Services, Inc.
18500 North Allied Way
Phoenix, Arizona 85054
Attn: Mr. Tim Benter, Vice President and Deputy General Counsel
Phone: 480-627-7153
Fax: 480-718-4274

Either Guarantor or City may from time to time change its address for the purpose of notices by a similar notice specifying a new address, but no such change is effective until it is actually received by the party sought to be charged with its contents.

All notices and other communications required or permitted under this Guaranty which are addressed as provided in this Section 15 are effective upon delivery, if delivered personally or by overnight mail, and, are effective five (5) days following deposit in the United States mail, postage prepaid if delivered by mail.

EXHIBIT F

16. **Captions.** The captions of the various Sections of this Guaranty have been inserted only for convenience of reference and do not modify, explain, enlarge or restrict any of the provisions of this Guaranty.

17. **Assignability.** This Guaranty is binding upon and inures to the benefit of the successors and assigns of Guarantor and City, but is not assignable by Guarantor without the prior written consent of City, which consent may be granted or withheld in City's sole discretion. City has the right to assign this Guaranty to an Affiliate of City without obtaining any further consent from Guarantor. Any assignment by Guarantor effected in accordance with this **Section 17** will not relieve Guarantor of its obligations and liabilities under this Guaranty. The sale or other disposition of a majority in interest of the shares of Guarantor or the sale, transfer, or disposition (including by merger) of substantially all of the assets of Guarantor shall be deemed an assignment of this Guaranty subject to consent as required herein.

18. **Construction of Agreement.** Ambiguities or uncertainties in the wording of this Guaranty will not be construed for or against any party, but will be construed in the manner that most accurately reflects the parties' intent as of the date hereof.

19. **No Waiver.** Any forbearance or failure to exercise, and any delay by City in exercising, any right, power or remedy hereunder will not impair any such right, power or remedy or be construed to be a waiver thereof, nor will it preclude the further exercise of any such right, power or remedy.

20. **Bankruptcy; Post-Petition Interest; Reinstatement of Guaranty.**

(a) The obligations of Guarantor under this Guaranty will not be reduced, limited, impaired, discharged, deferred, suspended or terminated by any proceeding, voluntary or involuntary, involving the bankruptcy, insolvency, receivership, reorganization, liquidation or arrangement of Contractor or by any defense which Contractor may have by reason of the order, decree or decision of any court or administrative body resulting from any such proceeding. City is not obligated to file any claim relating to the Guaranteed Obligations if Contractor becomes subject to a bankruptcy, reorganization, or similar proceeding, and the failure of City so to file will not affect Guarantor's obligations under this Guaranty.

(b) Guarantor acknowledges and agrees that any interest on any portion of the Guaranteed Obligations which accrues after the commencement of any proceeding referred to in **clause (a)** above (or, if interest on any portion of the Guaranteed Obligations ceases to accrue by operation of law by reason of the commencement of said proceeding, such interest as would have accrued on such portion of the Guaranteed Obligations if said proceedings had not been commenced) will be included in the Guaranteed Obligations because it is the intention of Guarantor and City that the Guaranteed Obligations should be determined without regard to any rule of law or order which may relieve Contractor of any portion of such Guaranteed Obligations. Guarantor will permit any trustee in bankruptcy, receiver, debtor in possession,

EXHIBIT F

assignee for the benefit of creditors or any similar person to pay City, or allow the claim of City in respect of, any such interest accruing after the date on which such proceeding is commenced.

21. **Attorneys' Fees.** Should any litigation be commenced under this Guaranty, the successful party in such litigation shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorneys' fees, expert witness fees, litigation related expenses, and court or other costs incurred in such litigation. For purposes of this clause, the term "successful party" means the net winner of the dispute, taking into account the claims pursued, the claims on which the pursuing party was successful, the amount of money sought, the amount of money awarded, and offsets or counterclaims pursued (successfully or unsuccessfully) by the other party. If a written settlement offer is rejected and the judgment or award finally obtained is equal to or more favorable to the offeror than an offer made in writing to settle, the offeror is deemed to be the successful party from the date of the offer forward.

22. **CONSENT TO JURISDICTION.** GUARANTOR AND THE CITY AGREE THAT ANY ACTION OR PROCEEDING TO RESOLVE A DISPUTE BETWEEN GUARANTOR AND CITY CONCERNING THE INTERPRETATION, APPLICATION OR ENFORCEMENT OF THE TERMS OF THIS GUARANTY MAY ONLY BE BROUGHT IN SUPERIOR COURT FOR THE COUNTY OF SONOMA OR U.S. DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA. EACH OF GUARANTOR AND CITY ACCEPTS FOR ITSELF AND IN CONNECTION WITH ITS PROPERTIES, GENERALLY AND UNCONDITIONALLY, THE JURISDICTION OF THE AFORESAID COURTS AND WAIVES ANY DEFENSE OF FORUM NON CONVENIENS. IF NOT A RESIDENT OF THE STATE OF CALIFORNIA, GUARANTOR MUST APPOINT AND MAINTAIN AN AGENT FOR SERVICE OF PROCESS IN THE STATE OF CALIFORNIA.

23. **Committed Cities.** Each Committed City shall be an express third party beneficiary under this Guaranty as to the Guaranteed Obligations relating to their respective City Disposal Agreements and shall be individually entitled to enforce the terms hereof against Guarantor.

EXHIBIT F

IN WITNESS WHEREOF, Guarantor has executed this Guaranty as of the date first written above.

GUARANTOR: **REPUBLIC SERVICES, INC.**
a Delaware corporation

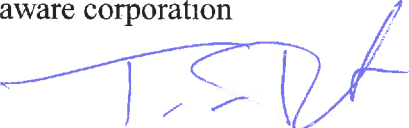
By: 
Name: Tim M. Bentler
Title: Vice President

EXHIBIT F

000068

EXHIBIT G

Sonoma County Committed Cities' Contingency Liability Fund Agreement

This Agreement is entered into by the Cities of Cloverdale, Cotati, Healdsburg, Rohnert Park, Santa Rosa, Sebastopol and Sonoma, and the Town of Windsor (collectively, the "Committed Cities").

RECITALS:

WHEREAS, historically, municipal solid waste from throughout Sonoma County was deposited at the Central Disposal Site and one or more of the Former Landfills. Environmental liabilities exist for both the Central Disposal Site and the Former Landfills. Sonoma County has taken the position that the cities within the County are liable for their share of the costs to address the environmental liabilities associated with the Central Disposal Site and the Former Landfills. The Committed Cities dispute their individual responsibility for these alleged environmental liabilities and have taken the position that the County is responsible for such liabilities as the owner and operator of the Central Disposal Site and the Former Landfills. Notwithstanding the foregoing, the Committed Cities have entered into a Settlement Agreement, the "Central Disposal Site and Former Landfills Settlement Agreement between the County of Sonoma and the Committed Cities" ("Settlement Agreement"), to resolve their disputes with the County and avoid the significant time and expense associated with resolving their disputes through litigation; and.

WHEREAS, The County, on April 23, 2013, entered into a Master Operations Agreement with Republic Services of Sonoma County ("Republic") whereby Republic will operate the Central Disposal Site, and, upon the exhaustion of it capacity, will close the site and assume all responsibility for environmental liabilities on the site and release the Committed Cities from and indemnify the Committed Cities against all environmental liabilities associated with the Central Disposal Site in perpetuity, with the exception of liabilities (a) associated with other operators at the Central Disposal Site who are not under the control of, or in contract with, Republic (e.g., compost facility and household hazardous waste facility) and (b) related to facts and events pertaining to the Central Disposal Site and arising after the effective date of the Waste Delivery Agreement between the Committed Cities and Republic. Republic has also provided a parent guarantee and posted bonds as required by the State of California and the County for performance of its obligations under the Master Operations Agreement; and.

WHEREAS, The Central Disposal Site and Former Landfills Settlement Agreement between the County of Sonoma and the Committed Cities provides, in general, that the Committed Cities commit their solid waste to the Central Disposal Site and pay Base Concession Payments on each ton thereof that go to the County as part of the costs of disposal at the Central Disposal Site to be used for closure and post closure costs at the Former Urban Landfills and/or Central Disposal Site in addition to LEAK funds and other reserves previously established for this purpose; and

WHEREAS, the County agrees to release and indemnify the Committed Cities for environmental liabilities for the Former Rural Landfills and has agreed to a covenant not to sue on the Former Urban Landfills; however, the County is not granting the Committed Cities a release nor indemnifying the Committed Cities for any liabilities associated with the Central Disposal Site or the Former Urban Landfills. Thus, if Republic should default on its obligations and the County has insufficient funds and has been unable to recover from Republic, its parent corporation or its sureties sufficient funds to satisfy the environmental liabilities of the Central Disposal Site, then the County may pursue the Committed Cities for their alleged shares of that environmental liability; and

WHEREAS, the Committed Cities desire to each accumulate a fund entirely under the control of the Committed Cities to protect themselves and their rate payers against such contingent liability and against any other source of unanticipated environmental liability for solid waste disposal. The County has agreed to collect and hold, in addition to the Base Concession Payment, a fee of up to \$5 per ton, adjusted in accordance with the Settlement Agreement and this Agreement, to be designated as the "Committed Cities Contingent Liability Fund" (sometimes "CCCL Fund"), described in the Central Disposal Site and Former Landfills Settlement Agreement. This Agreement is solely between the Committed Cities and governs the setting of the fee, expenditures from the Committed Cities Contingent Liability Fund and the termination of the Committed Cities Contingent Liability Fund.

Now, therefore, the parties agree as follows:

AGREEMENT

1. Definitions.

Except as otherwise provided for herein, the definitions of capitalized terms in this Agreement shall have the same meaning as provided for in the Central Disposal Site and Former Landfills Settlement Agreement between the County of Sonoma and the Committed Cities which definitions are incorporated herein by reference.

2. Recitals.

The Recitals, above, are true and are incorporated into this Agreement.

3. Governance of the Fund.

3.1. Committed Cities' Representatives.

Each Committed City shall designate a representative to speak for and act on behalf of that Committed City with regard to decisions related to the Committed Cities Contingent Liability Fund. That representative shall be conclusively presumed to have the actual authority to speak for and act on behalf of his or her Committed City unless and until each of the other committed Cities have been given written notice of a limitation on that representative's authority, the revocation of that representative's authority or the appointment of a different representative.

The initial representative of each Committed City shall be its City Manager.

3.2. Voting.

A. Voting Power.

Each committed City shall have one vote on any matter related to the Committed Cities Contingent Liability Fund.

B. Supermajority Votes Required.

The following decisions shall require the assent of at least seven of the eight Committed Cities subject to the provisions set forth in Section 4:

- Changing the amount of the fee to be charged and collected by Republic on each ton of Committed City waste and paid to the County to be held in the Committed Cities Contingent Liability Fund. This does not apply to the automatic adjustments to the fee under the Master Operations Agreement and the Central Disposal Site and Former Landfills Settlement Agreement. The parties agree that the initial amount of the fee to be collected shall be \$5.00 per ton.
- Reduction or increase in the amount of the Committed Cities Contingent Liability Fund surcharge.
- The termination of the CCCL Fund. Provided however that any individual Committed City or Cities may request the County and/or Republic to continue to collect funds on its behalf.

C. Unanimous Vote.

The Committed Cities may unanimously agree to such other disbursements from the Committed Cities Contingent Liability Fund for purposes identified in this agreement for the hiring of consultants, hiring of legal counsel or payment of any claims asserting Environmental Liability against the Committed Cities.

Any Committed City may call for a meeting as set forth below to discuss any interim disbursement from the Committed Cities Contingent Liability Fund.

3.3. Meetings.

A. Calling Meetings.

Any Committed City may call a meeting of the Committed Cities by giving at least 30 days' written notice to all of the representatives of the Committed Cities of the date, time and place of the meeting. Prior to

calling such a meeting, the Committed City calling the meeting must consult with the representatives of the other Committed Cities to ascertain their availability to attend the meeting. Representatives may attend meetings by teleconference or video conference as long as those attending remotely may hear those present and those present may hear those attending remotely. Noticing of such meeting shall comply with the Ralph M. Brown Act if applicable.

B. Quorum.

Representatives of six or more of the Committed Cities attending a meeting in person or remotely shall be a quorum. Proxy votes are not permitted.

C. Chairing the Meeting.

The representative who called the meeting shall act as Chair of the meeting.

3.4. Secretary.

The Committed Cities shall choose one of their representatives to act as Secretary. It shall be the responsibility of the Secretary to take and keep minutes of each meeting, to keep in the minute book copies of Actions in Writing, and to keep records of each Committed City's reports of fees paid into the committed Cities Contingent Liability Fund as required by section 4.1, below. The Secretary shall serve until resignation, election of a new secretary, or removal of the Secretary as representative of his or her Committed City.

4. Shares of the Fund.

4.1. Determination of Each City's Share.

Each Committed City shall have a share of the Committed Cities Contingent Liability Fund equal to the proportion of the fees paid into the CCCL Fund from each Committed City's solid waste deliveries to the Central Disposal Site. The Committed Cities shall be provided with an annual accounting by the County of the amount and proportion of fees allocated to each Committed City.

4.2. Disbursement of Each City's Share.

Upon the termination of the CCCL Fund, the money in the CCCL Fund shall be disbursed among the Committed Cities in proportion to each City's share. If, during the life of the CCCL Fund, any disbursements or expenditures are made for the benefit of fewer than all of the Committed Cities, the disbursements shall be credited against the share in the CCCL Fund of each City which was disbursed said funds, and, on the termination of the CCCL Fund, only each Committed Cities' remaining share, if any, shall be distributed to each Committed City.

No City's share of funds shall be disbursed without that City's consent to distribution or payment from its share of the CCCL Fund. If other cities elect to terminate this Agreement, any Committed City or group of Committed Cities shall have the right to request the County to continue to collect fees on behalf of that jurisdiction (or on behalf of those jurisdictions) on its or their Committed Waste.

5. Uses of the Fund.

The Committed Cities Contingent Liability Fund and the money therein may be used only for the benefit of the Committed Cities' solid waste ratepayers. Whether a use is for the benefit of the Committed Cities' solid waste ratepayers is entirely within the reasonable discretion of the Committed Cities and their representatives to the CCCL Fund.

6. Notices.

All notices given pursuant to this Agreement or involving the Committed Cities Contingent Liability Fund shall be in writing, and shall be delivered in person, transmitted by email, facsimile, certified mail or recognized courier service (such as Federal Express or UPS). Notices shall be effective upon delivery at the address provided for each representative of each Committed City as confirmed by reply email, electronic confirmation of facsimile delivery, certified mail receipt or on-line tracking data. The initial addresses for notices are set forth below the signature lines for each Committed City, and may be changed by giving notice as provided in this section.

7. Dispute Resolution.

Any dispute among the Committed Cities or any of them involving the Committed Cities Contingent Liability Fund shall be subject to binding arbitration as provided in section 10.3 of the Central Disposal Site and Former Landfills Settlement Agreement between the County of Sonoma and the Committed Cities.

8. Miscellaneous.

8.1. Severability.

If any provision of this Agreement or application thereof to any person, Party or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such provision to any person, Party or circumstance other than those as to which it is held invalid or unenforceable shall not be affected thereby and each remaining provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

8.2. Amendment and Modification.

This Agreement may be modified only upon written agreement of the Committed Cities.

8.3 Integration.

This Agreement contains the entire understanding of the parties and constitutes the sole and only agreement between them concerning the subject matter hereof or the rights and duties of any of them in connection therewith. Any agreements or representations among the parties hereto, regarding said subject matter not expressly set forth in this Agreement are null and void.

SIGNATURE PAGES FOLLOW.

City of Cloverdale

Dated: _____ By: _____
Name: _____
Title: _____
Address: _____

Telephone: _____
E-mail: _____

City of Cotati

Dated: _____ By: _____
Name: _____
Title: _____
Address: _____

Telephone: _____
E-mail: _____

City of Healdsburg

Dated: _____ By: _____
Name: _____
Title: _____
Address: _____

Telephone: _____
E-mail: _____

City of Rohnert Park

Dated: _____ By: _____
Name: _____
Title: _____
Address: _____


Telephone: _____
E-mail: _____

City of Santa Rosa

Dated: _____ By: _____
Name: _____
Title: _____
Address: _____

Telephone: _____
E-mail: _____

City of Sebastopol

Dated: 12-2-14 By: 
Name: Larry McLaughlin
Title: City Manager
Address: 7120 Butega Avenue
Sebastopol, CA 95472
Telephone: (707) 823-1153
E-mail: lmcLaughlin@cityofsebastopol.org

City of Sonoma

Dated: _____ By: _____
Name: _____
Title: _____
Address: _____

Telephone: _____
E-mail: _____

Town of Windsor

Dated: _____ By: _____
Name: _____
Title: _____
Address: _____

Telephone: _____
E-mail: _____

**Attachment 2b:
Omnibus Amendment to the Waste Delivery
Agreement and Franchised Hauler Agreement**

OMNIBUS AMENDMENT TO WASTE DELIVERY AGREEMENT AND
FRANCHISED HAULER AGREEMENT

This Omnibus Amendment to Waste Delivery Agreement and Franchised Hauler Agreement (this “Amendment”) is entered into as of April 1, 2022, by and among the City of Sebastopol (“City”), Republic Services of Sonoma County, Inc. (“Republic”), and Recology Sonoma Marin (“Recology”).

WHEREAS, each of the cities of Cloverdale, Cotati, Healdsburg, Rohnert Park, Santa Rosa and Sebastopol (the “Committed Cities” or “Cities”) is party to a Waste Delivery Agreement with Republic (each, a “WDA”), and a Franchised Hauler Agreement with Republic and Recology (each, an “FHA”);

WHEREAS, Republic and Recology are parties to an Agreement for Operations of Sonoma County Transfer Stations and Materials Recovery Facility (the “Prime Subcontract”), pursuant to which Republic subcontracted to Recology certain of Republic’s obligations under the Amended and Restated Agreement for Operation of the Central Landfill and County Transfer Stations (the “MOA”) between the County of Sonoma and Republic;

WHEREAS, the MOA, Prime Subcontract, WDAs and FHAs (collectively, the “County Agreements”) contemplate that Recology will provide a limited program for collection of Commercial Food Waste and Dry Commercial Mixed Waste within urban areas of City (the “Programs”), to be compensated solely through a portion of the Facility Operations Service Fee that Recology receives under the Prime Subcontract;

WHEREAS, the Programs and related compensation contemplated by the County Agreements do not meet the requirements of SB 1383, including provision of organics service to all residential and commercial generators (not just urban customers), periodic route reviews to monitor contamination, periodic compliance reviews to monitor participation, and detailed reporting related to the foregoing;

WHEREAS, the parties believe that the needs of City to comply with SB 1383 can be best served by having City’s organic waste and Dry Commercial Mixed Waste programs fully funded under its franchise agreement with Recology, rather than attempting to implement an SB-1383 compliant program by supplementing the existing (noncompliant with SB1383) Programs with additional services under City’s franchise agreement;

WHEREAS, eliminating the funding for the Programs under the Prime Subcontract will allow the Gate Rates charged to Recology (as City’s franchised hauler) on Committed City Waste delivered to the County facilities to be reduced (compared to what the Gate Rates would otherwise be) by the portion that previously funded the Programs;

NOW, THEREFORE, the parties agree as follows:

1. Effective as of April 1, 2022, and subject to Section 3 below, Section 2.3 of City’s WDA, and Sections 3 and 4 of City’s FHA (and of Exhibit C to City’s WDA, which sets forth the form of the FHA), are hereby deleted and of no further force or effect.
2. Effective as of April 1, 2022, and subject to Section 3 below, City’s franchise agreement is hereby amended to add the following:

“To maximize route efficiency, Contractor may collect Commercial Food Waste in its residential collection vehicles, commingled with residential organics, provided that the tonnage of Commercial Food Waste so collected in City, the other cities that are party to a Waste Delivery Agreement with Republic where Recology is the franchised hauler, and the unincorporated County combined, does not exceed 15% of the total tonnage of Commercial Food Waste collected by Contractor from such jurisdictions (calculated on an aggregate (combined) basis, not jurisdiction by jurisdiction by jurisdiction), and provided further that Contractor compensates Republic Services of Sonoma County, Inc. (“Republic”) appropriately for such commingled Commercial Food Waste, in a manner to be mutually agreed by County, Republic and Contractor.”

3. The effectiveness of Sections 1 and 2 is subject to satisfaction of all of the following conditions:

(a) The MOA and Prime Subcontract are amended to, among other things: (i) adjust the Gate Rate and the Facility Operations Service Fee to eliminate the portion that funds the Programs (currently \$4.21 per ton), on all tons on which such portion is included, (ii) revise Republic’s diversion tonnage goal in Section 9.2 of the MOA and Section 5.4 of the Prime Subcontract from 67,000 to 44,735 tons per year, and Recology’s diversion tonnage goal in Section 5.4 of the Prime Subcontract from 46,173 to 23,908 tons per year; (iii) delete the second sentence of the first paragraph of Section 9.7 of the MOA, and (iv) delete Section 5.16 of the Prime Subcontract, all such amendments to be effective as of April 1, 2022;

(b) On or before April 1, 2022, (i) each of County and the Committed Cities enters into a written amendment to its respective franchise agreement with Recology that includes a rate adjustment that, in Recology’s sole but reasonable opinion, is sufficient to fully fund the organic waste and, if continued, the Dry Commercial Mixed Waste programs provided by Recology in such jurisdiction pursuant to the franchise agreement, and (ii) each other of the Committed Cities enters into an omnibus amendment to its WDA and FHA that is identical in all material respects to this Amendment. Any of the conditions set forth in this subsection (b) may be waived by Recology in writing to the other parties hereto.

4. In the event of any conflict between this Amendment and City’s WDA or FHA, this Amendment shall govern. This Amendment may be executed in counterparts and/or by electronic signature (e.g. DocuSign). As used in this Amendment, “including” and its variants mean “including without limitation.”

5. Nothing contained herein shall change the definition of Committed Waste within the WDA. More specifically, Commercial Food Waste and Dry Commercial Mixed Waste are and shall continue to be considered Committed Wastes. This Amendment does not modify the categories of Waste exempt from payment of the Facility Operations Fee in Section 8.3 of the Prime Subcontract.

6. Except as expressly amended herein, each of the County Agreements shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment is entered into as of the date first written above.

City of Sebastopol

DocuSigned by:
Lawrence McLaughlin
By: _____
Name: Lawrence McLaughlin
Title: City Manager
Date: 5/26/2022 | 3:40 PM PDT

Republic Services of Sonoma County, Inc.

DocuSigned by:
M. Caprio
By: _____
Name: Mike Caprio
Title: Vice President
Date: 5/28/2022 | 10:26 AM PDT

APPROVED AS TO FORM:

DocuSigned by:
Lawrence McLaughlin
By: _____
Lawrence McLaughlin
City Attorney

Recology Sonoma Marin *

DocuSigned by:
Salvatore M. Coniglio
By: _____
Name: Salvatore M. Coniglio
Title: CEO
Date: 5/19/2022 | 7:48 PM PDT

* Recology Sonoma Marin hereby waives the conditions set forth in Section 3(b) of this Amendment.

**Attachment 3:
Joint Exercise of Powers Agreement for the Sonoma
County Waste Management Agency, Including
Amendments**

AGREEMENT
BETWEEN
THE CITIES OF SONOMA COUNTY
AND
SONOMA COUNTY
FOR A
JOINT POWERS AGENCY
TO DEAL WITH WASTE MANAGEMENT ISSUES
(Wood Waste, Yard Waste,
Household Hazardous Waste, and Public Education)

(Exhibits Attached)

REVISION DATE: 2-11-92

TABLE OF CONTENTS

Agenda Item Number: 3

Section 1.	Definitions
Section 2.	Purpose of Agreement
Section 3.	Covenant of Cooperation in Waste Program
Section 4.	Composition of Joint Powers Agency
Section 5.	County to Provide Sites at Central Landfill
Section 6.	County to Provide Site Improvements
Section 7.	Agency to Arrange for Operator and Equipment
Section 8.	Household Hazardous Waste Acceptance Area
Section 9.	Joint Powers Agency to Administer Treatment System and Household Hazardous Waste Storage and Disposal
Section 10.	Financing - Household Hazardous Waste Storage and Disposal
Section 11.	Role of Participants in Collection of Wood, and Yard Waste
Section 12.	Request for Proposals for Composting, Woodwaste, Tree Stumps and Yard Waste
Section 13.	Financing - Yard and Wood Waste
Section 14.	Joint Powers Agency Authority to Adopt Regulations
Section 15.	Commencement of Operation
Section 16.	Estimation and Payment of O&M Cost
Section 17.	Agency to Accept and Participants to Deliver Yard and Wood Waste
Section 18.	Public Education - Allocation of Costs
Section 19.	Reimbursement of County Costs for Information System and Regulatory Compliance Costs
Section 20.	Term of This Agreement
Section 21.	Records and Accounts
Section 22.	Liabilities and Limitations of Parties
Section 23.	Insurance
Section 24.	Severability
Section 25.	Non-Tipping Fee Funding Sources
Section 26.	Amendments to Agreement

Agenda Item Number: 3

City Council Meeting Packet for Meeting of: June 4, 2024

Page 298 of 498

AGREEMENT

This is an Agreement between the Cities of the County of Sonoma and Sonoma County to create a Joint Powers Agency (referred to as "Agency") consisting of the Cities and County of Sonoma to deal with waste management issues such as wood waste, yard waste, household hazardous waste, and public education.

This Agreement is made upon the date last signed below between the various cities of Sonoma County who are signators to this Agreement (referred to as "Cities") and Sonoma County (referred to as "County"), all of which are collectively referred to as "Participants."

RECITALS

This Agreement is predicated on the following facts:

A. Increases in the populations of Participants and changes in the requirements for waste treatment and disposal have created an urgent need for new and innovative approaches in the treatment and disposal of waste generated within the boundaries of Participants.

B. A mutually cooperative Joint Powers Agreement will protect the health and safety of the citizens, preserve and enhance their environment, and provide for recycling, diversion, and disposal of waste generated within Participants;

C. The California Integrated Waste Management Act of 1989 (AB939), among other things, requires Participants to divert recyclable and recoverable materials from the waste stream and to cooperate to achieve their diversion goals. Following this principle, it is the intent of Participants to cooperate with each other as reflected in this Agreement so as to carry out, in an efficient manner, these objectives.

D. Participants have agreed on a Joint Powers Agency to deal with wood, yard, and household hazardous waste issues and public education in the manner set forth in this Agreement. Participants will continue to discuss other waste management issues and endeavor to reach agreement on those issues after which this Agreement will be amended by mutual written consent.

E. At the present time, Sonoma County anticipates the adoption of an ordinance restricting or prohibiting the disposal of yard waste and wood waste at the Central Landfill Site due to the fact that alternative technologies are available other than disposal at the Central Landfill. In addition, pursuant to AB939, 25% of the waste stream must be diverted by 1995. This Joint Powers Agreement will assist in that effort.

JOINT POWERS AGREEMENT

NOW, THEREFORE, Participants agree as follows:

Section 1. Definitions

Agency. The Joint Powers Agency created by this Agreement consisting of Cities and County.

City. The various cities of Sonoma County whose signatures appear at the end of this Agreement.

County. Sonoma County.

Household Hazardous Waste. As defined by the California Integrated Waste Management Board.

Licensed Hauler. "Licensed Hauler" means any organization licensed to haul refuse by a Participant.

Participants. The Cities and County of Sonoma who are participating in this Agreement.

Products. Products mean the products including compost of the wood waste and yard waste Treatment System.

Treatment System. The system used to process yard and wood waste.

Wood Waste. "Wood waste" means solid waste consisting of wood pieces or particles which are generated from the manufacturing or production of wood products, harvesting, process or storage of raw wood materials, or construction and demolition activities.

Yard Waste. "Yard waste" means any wastes generated from the maintenance or alteration of public, commercial or residential landscapes including, but not limited to, yard clippings, leaves, tree trimmings, pruning, brush, and weeds.

Section 2. Purpose of Agreement

The purpose of this Agreement is to create Agency and to describe the terms and provisions by which Agency will deal with four (4) programs - namely, (1) household hazardous waste and (2) wood waste and (3) yard waste that otherwise would go to the Central Landfill. Agency shall also have a (4) public education function. Each Participant executing this Agreement may elect to participate in any or all of the Agency programs. From time to time, Participants may agree, in writing, to additional duties and responsibilities and programs beyond those set forth in this Agreement.

Section 3. Covenant of Cooperation in Waste Program

Participants do hereby covenant with each other to take all reasonable actions for orderly treatment of household hazardous, wood, and yard waste under the terms of this Agreement and to comply with all reasonable requirements of Federal and State Entities having jurisdiction over the

Such tests may occur during the term of this Agreement or afterward.

Section 6. County to Provide Site Improvements

The County, using tipping fee revenue, will provide reasonable site improvements.

Section 7. Agency to Arrange for Operator and Equipment

Agency will arrange for an operator with the necessary equipment to process yard waste and wood waste delivered to the site. In addition, Agency will arrange for a hazardous household waste operator to perform a collection, recycling and disposal services for Participants electing to participate. Wood and yard waste will be accepted from all sources within Sonoma County; household hazardous waste will be accepted only from licensed haulers and other entities approved by Agency and from members of the public that are residents of a Participant of the Agency. Small quantity generator hazardous waste (as defined by California Legislation or by the Agency with the unanimous concurrence of each Participant) will be included but will be entirely financed by the business using the service. A special fee and method and hours of operation will be established by the Agency for this service.

Section 8. Household Hazardous Waste Acceptance Area

Household hazardous waste will be received from the residents of Participants in a receiving area at the facility. The public will be met by trained personnel who will inspect the delivered waste and determine whether they are acceptable household hazardous wastes. If unidentified (unlabeled) waste are found the delivery person will be requested to provide information to assist in determining the type of material. Times and dates for acceptance of household hazardous waste from Public will be determined by Agency.

The waste received will be sorted into materials that must be disposed of and those that can be reused. Those materials that must be disposed of will be prepared for transportation to disposal facilities. Those wastes received that can be reused will be inventoried for use, exchange, reuse or shipped to a recycling facility. Materials remaining in inventory for a period of time determined to be appropriate by Agency will be disposed of or handled as the Agency determines appropriate.

Section 9. Joint Powers Agency to Administer Treatment System and Household Hazardous Waste Storage and Disposal

The Agency shall administer and execute the Agreement and do all acts necessary for the exercise of said common power for that purpose.

The Agency shall administer, operate, manage, and control the Treatment System and the household (and any other) hazardous waste storage and disposal system in an efficient and economical manner and maintain and preserve them in good repair and working order, all in accordance with sound engineering practices. Agency shall treat and dispose of all wood and yard waste received and shall collect, recycle, store, and dispose all household (and any other) hazardous waste received under the terms of this Agreement in such manner as to comply with all applicable laws, rules and regulations.

Section 10. Financing - Household Hazardous Waste Storage and Disposal

The cost of startup, maintenance and operation may be paid by the tipping fee process with special cost center established for Household Hazardous Waste and hazardous small quantity generator business waste. County will provide financing to construct and operate the facility by collecting a tonnage tipping fee on all refuse entering the Landfill. The hazardous business waste program, if JPA establishes program, will set a fee schedule to cover all costs including capital startup, operating, maintenance, and disposal fees.

Section 11. Role of Participants in Collection of Wood, and Yard Waste

Each Participant shall cause wood waste and yard waste generated within its jurisdiction (that could not be diverted otherwise) to go to the Central Landfill to be delivered to the Treatment System and shall take such actions as are appropriate and necessary to accomplish that result. The Joint Powers Agency shall establish standards for the quality of yard and wood waste acceptable for delivery to the Treatment System and may also approve diversions of wood waste and yard waste to alternative treatment systems.

If and when wood and yard waste is treated in the Treatment System and results in useable products (hereinafter referred to as "Products"), then Agency shall have the right to dispose of the Products as it sees fit and in accordance with any contract(s) it may have with an Operator.

Agency shall separately account for all costs of handling and disposing yard waste and wood waste so that the costs of each are known.

Section 12. Request for Proposals for Composting, Wood Waste, Tree Stumps and Yard Waste

In the mutual interest of all Participants a Request for Proposals for Composting Wood Waste, Tree Stump and Yard Waste Program at the Central Landfill has been prepared for distribution to potential proposers. This RFP is in accordance

with the requirement that the Agency arrange for Operation and Equipment in Section 7. The proposals received will be reviewed by a committee of Participants for recommendation to the full Agency membership. The general wording of the RFP is included in Exhibit "B."

Section 13. Financing - Yard and Wood Waste

The cost of startup, maintenance and operation will be paid through the tipping fee process with a special cost center established for each. County agrees to assist JPA in developing a financing program to construct treatment system and provide startup cash and to install weighing devices for yard and wood waste at Central Landfill to determine the amount of each Participant's use of the Treatment System. The County agrees to collect a tonnage tipping fee on refuse entering landfill sufficient to pay for all capital improvements and other startup costs of the wood waste and yard waste program. The Agency shall receive all revenues accruing in connection with the Treatment System, and then use them to defray operation and maintenance (O&M) expense of the wood or yard waste Treatment System.

Section 14. Joint Powers Agency Authority to Adopt Regulations

Participants agree that the primary purpose of this Agreement are to create an Agency to treat wood waste and yard waste and to collect, store, and dispose of household hazardous waste and to educate the public regarding waste issues. The Joint Powers Agency may, from time to time, adopt uniform rules and regulations to carry out these purposes.

Section 15. Commencement of Operation

After execution of this Agreement by the Participants, they shall cooperate with each other so that Agency can swiftly begin to carry out its mission.

Section 16. Estimation and Payment of O&M Cost.

For each fiscal year the Agency shall prepare separate O&M budgets for (1) household hazardous waste collection, storage, and disposal countywide program and (2) the yard waste Treatment System and (3) wood waste Treatment System and (4) the education program. These budgets, and any other budgets Agency may prepare, shall require the unanimous approval of the total membership of Agency Agreement.

The Agency shall set fees for the services it provides to any non-Participant, other entity, or person participating in any Agency program.

Section 17. Agency to Accept and Participants to Deliver Yard and Wood Waste

Agency agrees that during the term of this Agreement it will receive wood and yard waste from each of the Participants. Participants agree that during the term of this Agreement each Participant will deliver the Exhibit A wood and yard waste tonnage as a minimum. The Exhibit A tonnage is 25% of the wood and yard waste from each participant as identified in the 1991 Waste Characterization Study. If a participant is unable to deliver the established minimum tonnage they may deliver whatever amount they so choose but they will not have a vote in the operation of that particular item (either yard waste or wood waste). The Participants will cooperate with each other to maximize use of the System and to promote its use. If Agency is unable to dispose of the Products of the System to third parties, each Participant agrees to pick up, transport, and take back the remaining Products in proportion to the amounts delivered to the System. For example, if Agency is able to dispose of one-half of the Products to third parties and one City delivers one-fifth of the total amount of the wood and yard waste to the Treatment System, then that City agrees to pick up, transport, and take back one-tenth of the total amount of the Products produced by the System.

Section 18. Public Education -- Allocation of Costs

Agency shall develop a public education program in consultation with the Participants. The public education program shall be designed to maximize the utilization of the yard and wood waste Treatment System and the household hazardous waste facility. In addition, the Agency may develop educational programs designed to divert the maximum amount of materials from disposal at the Central Landfill site. The County agrees to collect a tonnage tipping fee on refuse entering landfill sufficient to pay all capital improvement costs and all operating costs of the program.

Section 19. Reimbursement of County Costs for Information System and Regulatory Compliance Costs.

County agrees to provide an information system capable of tracking each load of yard and wood waste. Agency agrees the County will be reimbursed from the Cost Center established in the enterprise landfill tipping fee account for reasonable costs of maintaining that information system in the amount determined by the County's Public Works Director.

Agency agrees to reimburse County for County's costs, as determined by its Public Works Director, incurred to form the Agency. Once formed, Agency agrees to reimburse County for all new or additional costs incurred by County as a result of the

activities of the Agency. Such costs include, but are not limited to, the following: (1) the cost of obtaining required permits from regulatory agencies and the cost of complying with the requirements and conditions of those permits; (2) cost of operating a storm water treatment facility, if needed to prevent excess nitrogen from entering the water from the compost. (3) any cleanup costs (including monitoring costs) incurred as a result of Agency activities for as long as required.

Section 20. Term of This Agreement

The term of this Agreement shall be for twenty-five (25) years. This Agreement shall take effect and begin on the date the Agreement is executed by the last Participant to execute the Agreement. This Agreement may be extended from year to year thereafter by mutual agreement of the Participants.

Should any city desire to withdraw from the JPA a ninety (90) day notice shall be submitted in writing to the Agency. A penalty as set by the JPA and adjusted from time to time to reflect the impact on the JPA shall be paid by the City to the Agency for the withdrawal.

Section 21. Records and Accounts

Agency will keep proper books and records including, but not limited to, types and quantities of wastes received from each jurisdiction which, upon written request, shall be subject to inspection by any duly authorized representative of Participants. Agency will cause the books and records to be kept, and audit to be made, in accordance with the statutory requirements for Joint Powers Agencies. The Agency will make quarterly reports of System operations and of all receipts to and disbursements from the Agency. One copy of the report shall be given to each Participant. The expense of these audits and reports and all recordkeeping and accounting costs shall be an operation and maintenance cost of the Joint Powers Agency.

Section 22. Liabilities and Limitations of Parties

Agency agrees to maintain and operate the Treatment System in a competent and diligent manner to the end that requirements set by the California Integrated Waste Management Board and any other agency having jurisdiction thereof are met. In the event of litigation concerning alleged failure to meet performance requirements, Participants and Agency shall cooperate in the defense. Agency shall assume liability for cost of litigation, settlement of claim, and of any penalty unless it is determined by a court of law, arbitration, or other legal process, that the alleged failure was caused by the negligence, malfeasance, or other culpable act(s) of another. Liabilities of Participants, due to their own acts or negligence prior to creation of Agency, will not be assumed by the Agency.

Agency agrees to indemnify Participants against all liability arising out of Agency's negligence.

Section 23. Insurance

The Agency shall maintain liability insurance so long as this Agreement is in effect and for at least one (1) year thereafter, which insurance shall name each of the Participants as an additional insured for any liability arising out of Agency's activities. The expense of such insurance shall be a proper operation and maintenance charge. This insurance shall provide coverage to an initial policy limit of two million dollars and shall be adjusted up or down as requested by the County Risk Manager at least once each year prior to JPA budget preparation. Provided that all Participants unanimously concur, Agency may elect to establish a self-insurance program.

Section 24. Severability

If any section, subsection, sentence, clause, phrase or word of this Agreement, or the application thereof, to either party, or to any other person or circumstance is for any reason held invalid, it shall be deemed severable and the validity of the remainder of the Agreement or the application of such provision to the other party, or to any other persons or circumstances shall not be effected thereby. Each party hereby declares that it would have entered into this Agreement and each section, subsection, sentence, clause, phrase and word thereof irrespective of the fact that one or more section, subsection, sentence, clause, phrase or word, or the application thereof to either party or any other person or circumstances be held invalid.

Section 25. Non-Tipping Fee Funding Sources

The Agency may apply for and receive funds or property or equipment from non-tipping fee sources such as, but not limited to, advance disposal fees, federal or state grant or loan programs, private contributions, and the like. Such funds, property, or equipment shall be used for any program properly authorized by Agency.

Section 26. Amendments to Agreement

This Agreement may be amended by a written amending Agreement signed by all Participants.

IN WITNESS WHEREOF, the Participants have caused this Agreement to be executed by their respective governing officials duly authorized by resolution of their respective legislative bodies.

ATTESTED:

CITY OF SANTA ROSA

Gayle Garbo
City Clerk

By James Pedgrift

ATTESTED:

CITY OF ROHNERT PARK

City Clerk

By _____

ATTESTED:

CITY OF SEBASTOPOL

City Clerk

By _____

ATTESTED:

CITY OF SONOMA

City Clerk

By _____

ATTESTED:

CITY OF CLOVERDALE

City Clerk

By _____

ATTESTED:

CITY OF PETALUMA

City Clerk

By _____

IN WITNESS WHEREOF, the Participants have caused this Agreement to be executed by their respective governing officials duly authorized by resolution of their respective legislative bodies.

ATTESTED:

CITY OF SANTA ROSA

City Clerk

By _____

ATTESTED:

CITY OF ROHNERT PARK

City Clerk

By *Tricia Lewis*

ATTESTED:

CITY OF SEBASTOPOL

City Clerk

By _____

ATTESTED:

CITY OF SONOMA

City Clerk

By _____

ATTESTED:

CITY OF CLOVERDALE

City Clerk

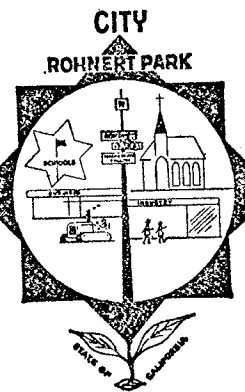
By _____

ATTESTED:

CITY OF PETALUMA

City Clerk

By _____



IN WITNESS WHEREOF, the Participants have caused this Agreement to be executed by their respective governing officials duly authorized by resolution of their respective legislative bodies.

ATTESTED:

CITY OF SANTA ROSA

City Clerk

By _____

ATTESTED:

CITY OF ROHNERT PARK

City Clerk

By _____

ATTESTED:

CITY OF SEBASTOPOL

Melvin K. Davis

City Clerk

By *Wesley J. Stewart*

ATTESTED:

CITY OF SONOMA

City Clerk

By _____

ATTESTED:

CITY OF CLOVERDALE

City Clerk

By _____

ATTESTED:

CITY OF PETALUMA

City Clerk

By _____

IN WITNESS WHEREOF, the Participants have caused this Agreement to be executed by their respective governing officials duly authorized by resolution of their respective legislative bodies.

ATTESTED: CITY OF SANTA ROSA

City Clerk By _____

ATTESTED: CITY OF ROHNERT PARK

City Clerk By _____

ATTESTED: CITY OF SEBASTOPOL

City Clerk By _____

ATTESTED: CITY OF SONOMA

Eleanor Berto
City Clerk By *Laurence Murphy*

ATTESTED: CITY OF CLOVERDALE

City Clerk By _____

ATTESTED: CITY OF PETALUMA

City Clerk By _____

IN WITNESS WHEREOF, the Participants have caused this Agreement to be executed by their respective governing officials duly authorized by resolution of their respective legislative bodies.

ATTESTED: CITY OF SANTA ROSA

City Clerk By _____

ATTESTED: CITY OF ROHNERT PARK

City Clerk By _____

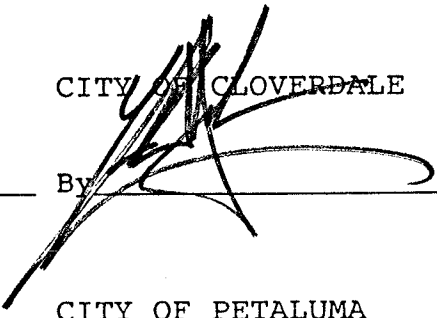
ATTESTED: CITY OF SEBASTOPOL

City Clerk By _____

ATTESTED: CITY OF SONOMA

City Clerk By _____

ATTESTED: CITY OF CLOVERDALE

Michelle Winterbottom
City Clerk By 

ATTESTED: CITY OF PETALUMA

City Clerk By _____

13

IN WITNESS WHEREOF, the Participants have caused this Agreement to be executed by their respective governing officials duly authorized by resolution of their respective legislative bodies.

ATTESTED: CITY OF SANTA ROSA

City Clerk By _____

ATTESTED: CITY OF ROHNERT PARK

City Clerk By _____

ATTESTED: CITY OF SEBASTOPOL

City Clerk By _____


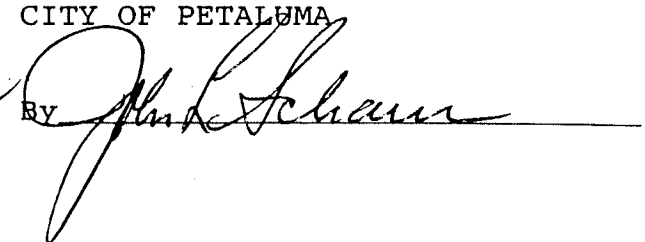
ATTESTED: CITY OF SONOMA

City Clerk By _____

ATTESTED: CITY OF CLOVERDALE

City Clerk By _____

ATTESTED: CITY OF PETALUMA


City Clerk By 

ATTESTED:

CITY OF COTATI

Sonnie Long
City Clerk

By *Bill Miller*

ATTESTED:

CITY OF HEALDSBURG

City Clerk

By _____

ATTESTED:

COUNTY OF SONOMA

County Clerk

By _____

ATTESTED:

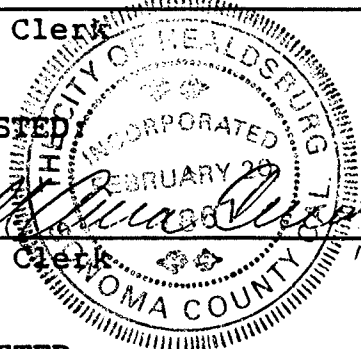
CITY OF COTATI

City Clerk

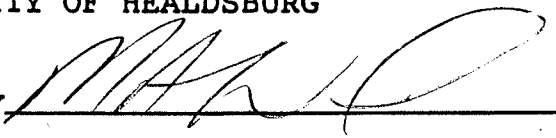
By _____

ATTESTED:

CITY OF HEALDSBURG

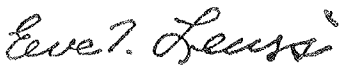


City Clerk

* By 

ATTESTED:

COUNTY OF SONOMA



County Clerk

By 

EXHIBIT A

Wood Waste

<u>Participant</u>	<u>Minimum Tonnage (25% of Waste Generation Study Data for each participant done by Emcon Assoc)</u>	<u>% of Tonnage</u>
Unincorporated County	12,083	53.52
Cloverdale	237	1.05
Cotati	232	1.03
Healdsburg	694	3.07
Petaluma	1,722	7.63
Rohnert Park	1,074	4.76
Santa Rosa	5,200	23.03
Sebastopol	658	2.91
Sonoma	<u>677</u>	<u>3.00</u>
	22,577	100%

Yard Waste

<u>Participant</u>	<u>Minimum Tonnage (25% of Waste Generation Study Data for each participant done by Emcon Assoc)</u>	<u>% of Tonnage</u>
Unincorporated County	7,529	37.49
Cloverdale	288	1.43
Cotati	464	2.31
Healdsburg	483	2.40
Petaluma	2,496	12.43
Rohnert Park	1,423	7.08
Santa Rosa	6,342	31.58
Sebastopol	623	3.10
Sonoma	<u>438</u>	<u>2.18</u>
	20,086	100%

Gurule/Reports/Wood/Haz/Public Ed/12/05/91

EXHIBIT "B"

REQUEST FOR PROPOSALS
FOR
COMPOSTING, WOOD WASTE, AND YARD WASTE

The Cities of Sonoma County and the County of Sonoma have entered into a joint powers agreement to divert wood waste, yard waste, and tree stumps from the Sonoma County Central Landfill for more positive uses. In addition to saving valuable landfill space, the entities have the goal of gaining maximum recycling and diversion credits toward meeting the goals of AB 939. AB 939 requires that each city and county in California reduce their waste stream by 25% by 1995 and 50% by 2000 by recycling, reuse, diversion and source reduction.

Proposals are to be requested from interested parties to provide the full services necessary to divert the maximum amount of wood wastes, yard wastes, and tree stumps from the landfill and market the materials or products resulting from this diversion.

STRUCTURE OF AGREEMENT

The successful proposer will enter into an agreement with the Joint Powers Agency. The agreement will require the proposer to cooperate with and take direction from the County Public Works Director and his designees, including the Recycling, Marketing, and Solid Waste Manager. Additionally, the proposer must comply with all conditions of permits required for proposed activities.

SOURCE OF MATERIALS

Materials for the program will come from the following sources:

1. Four of the cities, Santa Rosa, Petaluma, Rohnert Park and Healdsburg, will provide yard waste material from a curbside pick up program. Residents will separate yard wastes into special containers which will be picked up by the franchise hauler for each city. This material will be delivered by the haulers to Central Landfill or other location specified by the successful proposer that meets with the Joint Powers Agency's (JPA's) approval and has the proper zoning and permits. The County is moving to secure permits that would allow wood chipping, yard waste shredding, and composting at the Central Landfill at 500 Mecham Road, Petaluma.

2. Self haul vehicles and debris boxes coming to the Central Landfill. At the Central Landfill a spotter will be on site to ensure that the yard wastes and wood wastes would be diverted from the waste stream and set aside for processing under this program. Specific location will be established for the materials which can be chipped or shredded on site or taken to another location for processing.

REUSABLE MATERIALS

The Central Landfill currently has a reuse yard for sale of reusable materials. The proposer will be required to set aside for resale reusable material received for processing. Reusable materials include dimensional lumber building materials, landscaping materials, furniture and other materials.

MARKETING AND END USE OF MATERIALS

Proposals shall include a plan for the marketing, sales and end use of the materials. Proposals shall include existing markets that proposer has for the various materials and plans for the marketing and sales of all the materials to be generated and produced by the program. Proposals shall include a plan to avoid or utilize wood containing hazardous materials such as creosote, CCA, pentachlorophenol, glues or other common potential contaminants. Since the end use of the product will affect AB 939, the marketing plan shall identify end use and the expected percentage and tonnage of AB 939 credit the cities and County will get under the proposal. Firm contracts for specific materials and viability of the purchaser of the materials will be identified.

INFORMATION AVAILABLE TO PROPOSERS

The cities and the County have available the Solid Waste Generation Study (SWGS) that was prepared by Emcon Associates to meet the requirements of AB 939. The SWGS contains information on yard waste and wood waste generated by each entity. This information is made available for purposes of scope of the project and is not a guarantee that these weights of materials will be available for the program. Weights and amounts of materials will be the subject of discussion with the proposer selected for negotiations. Proposals shall assume a minimum annual tonnage of 20,000 tons wood waste and 20,000 tons yard waste and shall be capable of expanding to three (3) times the minimum annual tonnage.

The County has available the number and size of tree stumps disposed of at the Central Landfill during a recent twelve-month period.

In addition to this information, the cities and County will make available other information that is requested that falls within the Public Records Act.

PROPOSAL EVALUATION

Proposals will be evaluated and from those proposals a number of the proposers will be selected for an interview by a committee. Each proposer selected for an interview will be given a proposed form of contract for approval which will be considered at the interview. Following the interviews, the committee will rate the proposals in order of recommendation for negotiation. After receiving authorization from the JPA, negotiations will be entered into with the number one rated firm. If negotiations are unsuccessful with the number one rated firm, negotiations will be entered into with the second rated firm and so on.

LG/ST: Request for Proposals/Refuse/JPA Compost-Exhibit B

COPY

FIRST AMENDMENT TO
AGREEMENT BETWEEN THE CITIES OF SONOMA COUNTY AND SONOMA COUNTY
FOR A JOINT POWERS AGENCY TO DEAL WITH WASTE MANAGEMENT ISSUES

This First Amendment (the "Amendment"), dated as of January 24, 1996 is by and between the Cities of the County of Sonoma and the County of Sonoma. All capitalized terms used herein shall, unless otherwise defined, have the meaning ascribed to those terms in the existing agreement.

RECITALS

WHEREAS, the Cities of the County of Sonoma and the County of Sonoma entered into that certain Agreement Between the Cities of Sonoma County and Sonoma County for a Joint Powers Agency to Deal with Waste Management Issues ("Agreement"); and

WHEREAS, Section 40970 and following of the California Public Resources Code allows for jurisdictions to create regional agencies for the purpose of implementing, monitoring and reporting programs to meet the goals established by the Integrated Waste Management Act of 1989; and

WHEREAS, the Participants will realize savings in staff time and resources to meet the monitoring and reporting requirements of the Integrated Waste Management Act of 1989 if the Agreement is amended to form such a regional agency.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. Section 1 of the Agreement (Definitions) is hereby revised to add the following new definitions:

"Act. The term "Act" means the California Integrated Waste Management Act of 1989 (California Public Resources Code Section 40000 et seq.) and all regulations adopted under that legislation and any amendments to that legislation and regulations."

"Regional Agency. The term "Regional Agency" means the designation of the Sonoma County Waste Management Agency as a "Regional Agency" by the California Integrated Waste Management Board in compliance with Section 40975 of the Public Resources Code."

2. The following new section shall be added to the end of the Agreement as follows:

"Section 27. Regional Agency

Formation of Regional Agency. The Participants hereby desire to use the structure of the Agency as a Regional Agency for purposes of Section 40971 of the Act. As a result, all Participants are hereby deemed to be member agencies of the Regional Agency.

Civil Penalties. The Agency shall research the cause for which civil penalties are being levied. Research may include, but is not limited to, any of the following: review of landfill disposal origin data, review of hauler origin data, performance of a solid waste disposal study, performance of a solid waste characterization study and/or performance of a solid waste diversion study. Agency shall coordinate with responsible Participant(s) of the Regional Agency and the California Integrated Waste Management Board to identify corrective steps that might be taken prior to assessment of penalties, if any. The Agency shall assign responsibility for payment of any civil penalties as follows:

- (a) that the Agency shall pay the entire of the penalty; or
- (b) that an individual Participant is responsible for the assessment of the civil penalty and that the entire penalty shall be therefore imposed upon that Participant for payment of the penalty; or
- (c) that multiple Participants, but not all Participants, are responsible for the assessment of the penalty and that the penalty shall be therefore allocated equally and imposed upon those responsible Participants.

Contingency Plan. Should the Regional Agency be dissolved for any reason, each Participant shall be responsible for complying with the requirements of the Act within their respective jurisdictional boundaries in accordance with the programs set out in the Regional Agency documents, such as Integrated Waste Management Plan Summary, Siting Element, and Annual Reports for the Source Reduction and Recycling Element and Household Hazardous Waste Element, as they apply to individual jurisdictions.

Participant's Duties and Responsibilities. Each Participant is responsible for implementing the programs set forth in Regional Agency documents as they apply to individual jurisdictions, and each Participant is responsible for meeting the diversion requirements of the Act within its jurisdictional boundaries.

Planning and Monitoring Documents. The Source Reduction and Recycling Elements, Household Hazardous Waste Elements, the Non-Disposal Facility Elements, and the Countywide Integrated Waste Management Plan Summary and Siting Element shall serve as the planning and monitoring documents for the Regional Agency until such time as they are replaced by regional planning documents. The County's document shall serve as the document for the City of Windsor. Henceforth, all necessary documentation shall be created by the Regional Agency."

3. Except to the extent the Agreement is specifically amended or supplemented hereby, the Agreement, together with exhibits is, and shall continue to be, in full force and effect as originally executed, and nothing contained herein shall be construed to modify, invalidate or otherwise affect any provision of the Agreement or any right of Agency arising thereunder.

4. This Amendment shall be governed by and construed under the internal laws of the State of California, and any action to enforce the terms of this Amendment or for the breach thereof shall be brought and tried in the County of Sonoma.

IN WITNESS WHEREOF, the Participants have caused this Agreement to be executed by their respective governing officials duly authorized by resolution of their respective legislative bodies.

ATTESTED:

Michele Winterbotham

CITY OF CLOVERDALE

by _____

ATTESTED:

CITY OF COTATI

by _____

ATTESTED:

CITY OF HEALDSBURG

by _____

ATTESTED:

CITY OF PETALUMA

by _____

ATTESTED:

CITY OF ROHNERT PARK

by _____

ATTESTED:

CITY OF SANTA ROSA

by _____

ATTESTED:

CITY OF SEBASTOPOL

by _____

ATTESTED:

CITY OF SONOMA

by _____

ATTESTED:

CITY OF WINDSOR

by _____

ATTESTED:

COUNTY OF SONOMA

by _____

APPROVED AS TO FORM:

[Signature]

Agency Counsel

APPROVED AS TO SUBSTANCE:

[Signature]

Agency Director

ATTESTED:

CITY OF CLOVERDALE

by _____

ATTESTED:

CITY OF COTATI

Bonnie Long

by *John A. Hall Sr*

ATTESTED:

CITY OF HEALDSBURG

by _____

ATTESTED:

CITY OF PETALUMA

by _____

ATTESTED:

CITY OF ROHNERT PARK

by _____

ATTESTED:

CITY OF SANTA ROSA

by _____

ATTESTED:

CITY OF SEBASTOPOL

by _____

ATTESTED:

CITY OF SONOMA

by _____

ATTESTED:

CITY OF WINDSOR

by _____

ATTESTED:

COUNTY OF SONOMA

by _____

APPROVED AS TO FORM:

APPROVED AS TO SUBSTANCE:

[Signature]

Agency Counsel

[Signature]

Agency Director

ATTESTED:

CITY OF CLOVERDALE

by _____

ATTESTED:

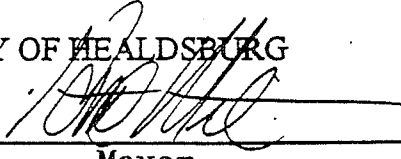
CITY OF COTATI

by _____

ATTESTED:

CITY OF HEALDSBURG



by 
Mayor

ATTESTED:

CITY OF PETALUMA

by _____

ATTESTED:

CITY OF ROHNERT PARK

by _____

ATTESTED:

CITY OF SANTA ROSA

by _____

ATTESTED:

CITY OF SEBASTOPOL

by _____

ATTESTED:

CITY OF SONOMA

by _____

ATTESTED:

CITY OF WINDSOR

by _____


ATTESTED:

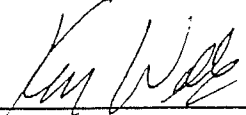
COUNTY OF SONOMA

by _____

APPROVED AS TO FORM:

APPROVED AS TO SUBSTANCE:


Agency Counsel


Agency Director

ATTESTED:

CITY OF CLOVERDALE

by _____

ATTESTED:

CITY OF COTATI

by _____

ATTESTED:

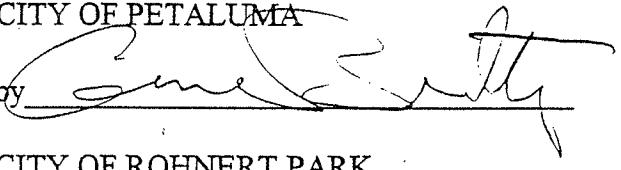
CITY OF HEALDSBURG

by _____

ATTESTED:

CITY OF PETALUMA


DEPUTY CITY CLERK


by _____

ATTESTED:

CITY OF ROHNERT PARK

by _____

ATTESTED:

CITY OF SANTA ROSA

by _____

ATTESTED:

CITY OF SEBASTOPOL

by _____

ATTESTED:

CITY OF SONOMA

by _____

ATTESTED:

CITY OF WINDSOR

by _____

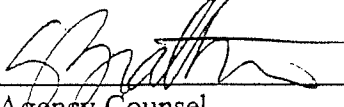
ATTESTED:

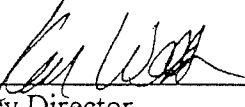
COUNTY OF SONOMA

by _____

APPROVED AS TO FORM:

APPROVED AS TO SUBSTANCE:


Agency Counsel


Agency Director

ATTESTED:

CITY OF CLOVERDALE

by _____

ATTESTED:

CITY OF COTATI

by _____

ATTESTED:

CITY OF HEALDSBURG

by _____

ATTESTED:

CITY OF PETALUMA

by _____

ATTESTED:

CITY OF ROHNERT PARK

Lorraine Roberts
Deputy City Clerk

by *David E. ...*

MAYOR
CITY OF SANTA ROSA

ATTESTED:

by _____

ATTESTED:

CITY OF SEBASTOPOL

by _____

ATTESTED:

CITY OF SONOMA

by _____

ATTESTED:

CITY OF WINDSOR

by _____

ATTESTED:

COUNTY OF SONOMA

by _____

APPROVED AS TO FORM:

APPROVED AS TO SUBSTANCE:

[Signature]
Agency Counsel

[Signature]
Agency Director

ATTESTED:

CITY OF CLOVERDALE

by _____

ATTESTED:

CITY OF COTATI

by _____

ATTESTED:

CITY OF HEALDSBURG

by _____

ATTESTED:

CITY OF PETALUMA

by _____

ATTESTED:

CITY OF ROHNERT PARK

by _____

ATTESTED:

CITY OF SANTA ROSA

Gayle Petersen, City Clerk

by [Signature]
MAYOR

ATTESTED:

CITY OF SEBASTOPOL

by _____

ATTESTED:

CITY OF SONOMA

by _____

ATTESTED:

CITY OF WINDSOR

by _____

ATTESTED:

COUNTY OF SONOMA

by _____

APPROVED AS TO FORM:

APPROVED AS TO SUBSTANCE:

[Signature]
Agency Counsel

[Signature]
Agency Director

APPROVED AS TO FORM
CITY ATTORNEY - SANTA ROSA

BY TLL
Assistant City Attorney

ATTESTED:

CITY OF CLOVERDALE

by _____

ATTESTED:

CITY OF COTATI

by _____

ATTESTED:

CITY OF HEALDSBURG

by _____

ATTESTED:

CITY OF PETALUMA

by _____

ATTESTED:

CITY OF ROHNERT PARK

by _____

ATTESTED:

CITY OF SANTA ROSA

by _____

ATTESTED:

CITY OF SEBASTOPOL

Shelie Fiori

by *Paul Sal...*

ATTESTED:

CITY OF SONOMA

by _____

ATTESTED:

CITY OF WINDSOR

by _____

ATTESTED:

COUNTY OF SONOMA

by _____

APPROVED AS TO FORM:

APPROVED AS TO SUBSTANCE:

[Signature]

Agency Counsel

[Signature]

Agency Director

CLERK

ATTESTED:

CITY OF CLOVERDALE

by _____

ATTESTED:

CITY OF COTATI

by _____

ATTESTED:

CITY OF HEALDSBURG

by _____

ATTESTED:

CITY OF PETALUMA

by _____

ATTESTED:

CITY OF ROHNERT PARK

by _____

ATTESTED:

CITY OF SANTA ROSA

by _____

ATTESTED:

CITY OF SEBASTOPOL

by _____

ATTESTED:

CITY OF SONOMA

Sharon Besto

by *Richard C. Jorf*

ATTESTED:

CITY OF WINDSOR

by _____

ATTESTED:

COUNTY OF SONOMA

by _____

APPROVED AS TO FORM:

APPROVED AS TO SUBSTANCE:

[Signature]
Agency Counsel

[Signature]
Agency Director

ATTESTED: CITY OF CLOVERDALE
by _____

ATTESTED: CITY OF COTATI
by _____

ATTESTED: CITY OF HEALDSBURG
by _____

ATTESTED: CITY OF PETALUMA
by _____

ATTESTED: CITY OF ROHNERT PARK
by _____

ATTESTED: CITY OF SANTA ROSA
by _____

ATTESTED: CITY OF SEBASTOPOL
by _____

ATTESTED: CITY OF SONOMA
by _____

ATTESTED: ~~CITY OF WINDSOR~~
by *Bert Williams*

ATTESTED: COUNTY OF SONOMA
by _____

APPROVED AS TO FORM:
[Signature]
Agency Counsel

APPROVED AS TO SUBSTANCE:
[Signature]
Agency Director

ATTESTED:

CITY OF CLOVERDALE

by _____

ATTESTED:

CITY OF COTATI

by _____

ATTESTED:

CITY OF HEALDSBURG

by _____

ATTESTED:

CITY OF PETALUMA

by _____

ATTESTED:

CITY OF ROHNERT PARK

by _____

ATTESTED:

CITY OF SANTA ROSA

by _____

ATTESTED:

CITY OF SEBASTOPOL

by _____

ATTESTED:

CITY OF SONOMA

by _____

ATTESTED:

CITY OF WINDSOR

by _____

ATTESTED:

COUNTY OF SONOMA

Eve T. Levesi

by Tony J. [Signature]

APPROVED AS TO FORM:

APPROVED AS TO SUBSTANCE:

[Signature]
Agency Counsel

[Signature]
Agency Director

ORIGINAL

**SECOND AMENDMENT TO
AGREEMENT BETWEEN THE CITIES OF SONOMA COUNTY AND SONOMA
COUNTY FOR A JOINT POWERS AGENCY TO DEAL WITH WASTE
MANAGEMENT ISSUES**

THIS SECOND AMENDMENT (“AMENDMENT”) to the Agreement Between the Cities of Sonoma County and Sonoma County for a Joint Powers Agency to Deal with Waste Management Issues, dated as of January 29, 2014, is by and between the Cities and Town of Sonoma County and the County of Sonoma.

RECITALS

WHEREAS, the Cities and Town of Sonoma County and the County of Sonoma entered into that certain Agreement Between the Cities of Sonoma County and Sonoma County for a Joint Powers Agency to Deal with Waste Management Issues (Agreement”); and

WHEREAS, it has become necessary to clarify certain provisions of the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do agree as follows:

AGREEMENT

1. Section 2 of the Agreement (Purpose of Agreement) is hereby amended to read as follows:

“Section 2. Purpose of Agreement

The purpose of this Agreement is to create the Sonoma County Waste Management Agency and to describe the terms and provisions by which the Agency will handle the four (4) initial programs: (1) household hazardous waste; (2) wood waste; (3) yard waste that otherwise would go to a landfill; and (4) education about the Agency’s programs. Pursuant to the terms of this Agreement, the Participants may agree, in writing, to additional duties, responsibilities, and programs, including any program enacted by ordinance. Each Participant executing this Agreement may elect to participate in any or all of the Agency’s non-core programs, including any single use carryout bag ordinance. Core programs are defined to be household hazardous waste, wood waste, yard waste, education and required reporting. Should any Participant elect to not participate in a non-core program, including any single use carryout bag ordinance, there will be no reduction in the Participant’s fiscal participation.”

2. Section 14 of the Agreement (Joint Powers Agency Authority to Adopt Regulations) is hereby amended to read as follows:

“Section 14. Joint Powers Agency Authority to Adopt Regulations

Participants agree that the primary purpose of this Agreement is to create an Agency to treat wood waste and yard waste, to collect, store, and dispose of household hazardous waste, to educate the public regarding waste issues, and, pursuant to the terms of this Agreement, including any Amendments, to adopt any future programs the Board determines are needed or desirable. The Joint Powers Agency may, from time to time, adopt uniform rules and regulations, in any form, including orders, resolutions and ordinances, to carry out these purposes.”

3. Except to the extent the Agreement is specifically amended hereby, the Agreement, together with exhibits and the First Amendment is, and shall continue to be, in full force and effect as originally executed, and nothing contained herein shall be construed to modify, invalidate or otherwise affect any provision of the Agreement or any right of the Agency arising thereunder.
4. This Amendment shall be governed by and construed under the laws of the State of California and any action to enforce the terms of this Amendment or for the breach thereof shall be brought and tried in the County of Sonoma.

IN WITNESS WHEREOF, the Participants have caused this Amendment to be executed by their respective governing officials duly authorized by resolution of their respective legislative bodies.

CITY OF CLOVERDALE
By: Paul Cayler
Its: City Manager

ATTESTED:
Robert R. Bartz
City Clerk

CITY OF COTATI
By: _____
Its: _____

ATTESTED:

City Clerk

CITY OF HEALDSBURG
By: _____
Its: _____

ATTESTED:

City Clerk

CITY OF PETALUMA
By: _____
Its: _____

ATTESTED:

City Clerk

CITY OF ROHNERT PARK
By: _____
Its: _____

ATTESTED:

City Clerk

CITY OF SANTA ROSA
By: _____
Its: _____

ATTESTED:

City Clerk

CITY OF SEBASTOPOL
By: _____
Its: _____

ATTESTED:

City Clerk

CITY OF SONOMA
By: _____
Its: _____

ATTESTED:

City Clerk

COUNTY OF SONOMA
By: _____
Its: _____

ATTESTED:

City Clerk

TOWN OF WINDSOR
By: _____
Its: _____

ATTESTED:

City Clerk

IN WITNESS WHEREOF, the Participants have caused this Amendment to be executed by their respective governing officials duly authorized by resolution of their respective legislative bodies.

CITY OF CLOVERDALE
By: _____
Its: _____

ATTESTED:

City Clerk

CITY OF COTATI
By: [Signature]
Its: City Manager

ATTESTED:

City Clerk

CITY OF HEALDSBURG
By: _____
Its: _____

ATTESTED:

City Clerk

CITY OF PETALUMA
By: _____
Its: _____

ATTESTED:

City Clerk

CITY OF ROHNERT PARK
By: _____
Its: _____

ATTESTED:

City Clerk

CITY OF SANTA ROSA
By: _____
Its: _____

ATTESTED:

City Clerk

CITY OF SEBASTOPOL
By: _____
Its: _____

ATTESTED:

City Clerk

CITY OF SONOMA
By: _____
Its: _____

ATTESTED:

City Clerk

COUNTY OF SONOMA
By: _____
Its: _____

ATTESTED:

City Clerk

TOWN OF WINDSOR
By: _____
Its: _____

ATTESTED:

City Clerk

regulations, in any form, including orders, resolutions and ordinances, to carry out these purposes.”

- 3. Except to the extent the Agreement is specifically amended hereby, the Agreement, together with exhibits and the First Amendment is, and shall continue to be, in full force and effect as originally executed, and nothing contained herein shall be construed to modify, invalidate or otherwise affect any provision of the Agreement or any right of the Agency arising thereunder.
- 4. This Amendment shall be governed by and construed under the laws of the State of California and any action to enforce the terms of this Amendment or for the breach thereof shall be brought and tried in the County of Sonoma.

IN WITNESS WHEREOF, the Participants have caused this Amendment to be executed by their respective governing officials duly authorized by resolution of their respective legislative bodies.

CITY OF CLOVERDALE
By: _____
Its: _____

ATTESTED:

City Clerk

CITY OF COTATI
By: _____
Its: _____

ATTESTED:

City Clerk

CITY OF HEALDSBURG
By: Margaret [Signature]
Its: City Manager

ATTESTED:
[Signature]
City Clerk

CITY OF PETALUMA
By: _____
Its: _____

ATTESTED:

City Clerk

CITY OF ROHNERT PARK
By: _____
Its: _____

ATTESTED:

City Clerk

CITY OF SANTA ROSA
By: _____
Its: _____

ATTESTED:

City Clerk

CITY OF SEBASTOPOL
By: _____
Its: _____

ATTESTED:

City Clerk

CITY OF SONOMA
By: _____
Its: _____

ATTESTED:

City Clerk

IN WITNESS WHEREOF, the Participants have caused this Amendment to be executed by their respective governing officials duly authorized by resolution of their respective legislative bodies.

CITY OF CLOVERDALE
By: _____
Its: _____

ATTESTED:

City Clerk

CITY OF COTATI
By: _____
Its: _____

ATTESTED:

City Clerk

CITY OF HEALDSBURG
By: _____
Its: _____

ATTESTED:

City Clerk

CITY OF PETALUMA
By: [Signature]
Its: City Manager

ATTESTED:
[Signature]
City Clerk

CITY OF ROHNERT PARK
By: _____
Its: _____

ATTESTED:

City Clerk

CITY OF SANTA ROSA
By: _____
Its: _____

ATTESTED:

City Clerk

CITY OF SEBASTOPOL
By: _____
Its: _____

ATTESTED:

City Clerk

CITY OF SONOMA
By: _____
Its: _____

ATTESTED:

City Clerk

COUNTY OF SONOMA
By: _____
Its: _____

ATTESTED:

City Clerk

TOWN OF WINDSOR
By: _____
Its: _____

ATTESTED:

City Clerk

IN WITNESS WHEREOF, the Participants have caused this Amendment to be executed by their respective governing officials duly authorized by resolution of their respective legislative bodies.

CITY OF CLOVERDALE
By: _____
Its: _____

ATTESTED:

City Clerk

CITY OF COTATI
By: _____
Its: _____

ATTESTED:

City Clerk

CITY OF HEALDSBURG
By: _____
Its: _____

ATTESTED:

City Clerk

CITY OF PETALUMA
By: _____
Its: _____

ATTESTED:

City Clerk

CITY OF ROHNERT PARK
By: *[Signature]*
Its: City Manager
Reso. 2013-169

ATTESTED:
[Signature]
City Clerk

CITY OF SANTA ROSA
By: _____
Its: _____

ATTESTED:

City Clerk

CITY OF SEBASTOPOL
By: _____
Its: _____

ATTESTED:

City Clerk

CITY OF SONOMA
By: _____
Its: _____

ATTESTED:

City Clerk

COUNTY OF SONOMA
By: _____
Its: _____

ATTESTED:

City Clerk

TOWN OF WINDSOR
By: _____
Its: _____

ATTESTED:

City Clerk

IN WITNESS WHEREOF, the Participants have caused this Amendment to be executed by their respective governing officials duly authorized by resolution of their respective legislative bodies.

CITY OF CLOVERDALE
By: _____
Its: _____

ATTESTED:

City Clerk

CITY OF COTATI
By: _____
Its: _____

ATTESTED:

City Clerk

CITY OF HEALDSBURG
By: _____
Its: _____

ATTESTED:

City Clerk

CITY OF PETALUMA
By: _____
Its: _____

ATTESTED:

City Clerk

CITY OF ROHNERT PARK
By: _____
Its: _____

ATTESTED:

City Clerk

CITY OF SANTA ROSA
By: [Signature]
Its: Mayor

ATTESTED:
[Signature]
City Clerk

CITY OF SEBASTOPOL
By: _____
Its: _____

ATTESTED:

City Clerk

CITY OF SONOMA
By: _____
Its: _____

ATTESTED:

City Clerk

COUNTY OF SONOMA
By: _____
Its: _____

ATTESTED:

City Clerk

TOWN OF WINDSOR
By: _____
Its: _____

ATTESTED:

City Clerk

APPROVED AS TO FORM
CITY ATTORNEY.
BY [Signature]

IN WITNESS WHEREOF, the Participants have caused this Amendment to be executed by their respective governing officials duly authorized by resolution of their respective legislative bodies.

CITY OF CLOVERDALE
By: _____
Its: _____

ATTESTED:

City Clerk

CITY OF COTATI
By: _____
Its: _____

ATTESTED:

City Clerk

CITY OF HEALDSBURG
By: _____
Its: _____

ATTESTED:

City Clerk

CITY OF PETALUMA
By: _____
Its: _____

ATTESTED:

City Clerk

CITY OF ROHNERT PARK
By: _____
Its: _____

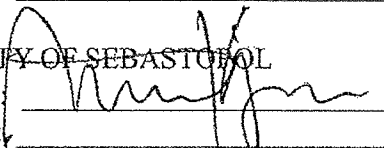
ATTESTED:

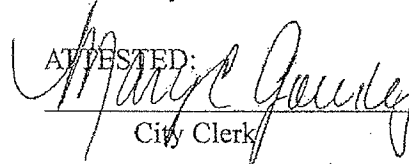
City Clerk

CITY OF SANTA ROSA
By: _____
Its: _____

ATTESTED:

City Clerk

CITY OF SEBASTOPOL
By: 
Its: _____

ATTESTED:

City Clerk

CITY OF SONOMA
By: _____
Its: _____

ATTESTED:

City Clerk

COUNTY OF SONOMA
By: _____
Its: _____

ATTESTED:

City Clerk

TOWN OF WINDSOR
By: _____

ATTESTED:

IN WITNESS WHEREOF, the Participants have caused this Amendment to be executed by their respective governing officials duly authorized by resolution of their respective legislative bodies.

CITY OF CLOVERDALE

By: _____
Its: _____

ATTESTED:

City Clerk

CITY OF COTATI

By: _____
Its: _____

ATTESTED:

City Clerk

CITY OF HEALDSBURG

By: _____
Its: _____

ATTESTED:

City Clerk

CITY OF PETALUMA

By: _____
Its: _____

ATTESTED:

City Clerk

CITY OF ROHNERT PARK

By: _____
Its: _____

ATTESTED:

City Clerk

CITY OF SANTA ROSA

By: _____
Its: _____

ATTESTED:

City Clerk

CITY OF SEBASTOPOL

By: _____
Its: _____

ATTESTED:

City Clerk

CITY OF SONOMA

By: *L. P. Bevanetto*
Its: City Manager

ATTESTED:

Ray Johann
City Clerk

COUNTY OF SONOMA

By: _____
Its: _____

ATTESTED:

City Clerk

TOWN OF WINDSOR

By: _____
Its: _____

ATTESTED:

City Clerk

IN WITNESS WHEREOF, the Participants have caused this Amendment to be executed by their respective governing officials duly authorized by resolution of their respective legislative bodies.

CITY OF CLOVERDALE
By: _____
Its: _____

ATTESTED:

City Clerk

CITY OF COTATI
By: _____
Its: _____

ATTESTED:

City Clerk

CITY OF HEALDSBURG
By: _____
Its: _____

ATTESTED:

City Clerk

CITY OF PETALUMA
By: _____
Its: _____

ATTESTED:

City Clerk

CITY OF ROHNERT PARK
By: _____
Its: _____

ATTESTED:

City Clerk

CITY OF SANTA ROSA
By: _____
Its: _____

ATTESTED:

City Clerk

CITY OF SEBASTOPOL
By: _____
Its: _____

ATTESTED:

City Clerk

CITY OF SONOMA
By: _____
Its: _____

ATTESTED:

City Clerk

COUNTY OF SONOMA
By: _____
Its: _____

ATTESTED:
Veronica J. Ferguson
County Clerk *W.M. Orellano*

TOWN OF WINDSOR
By: _____
Its: _____

ATTESTED:

City Clerk

IN WITNESS WHEREOF, the Participants have caused this Amendment to be executed by their respective governing officials duly authorized by resolution of their respective legislative bodies.

CITY OF CLOVERDALE

By: _____
Its: _____

ATTESTED:

City Clerk

CITY OF COTATI

By: _____
Its: _____

ATTESTED:

City Clerk

CITY OF HEALDSBURG

By: _____
Its: _____

ATTESTED:

City Clerk

CITY OF PETALUMA

By: _____
Its: _____

ATTESTED:

City Clerk

CITY OF ROHNERT PARK

By: _____
Its: _____

ATTESTED:

City Clerk

CITY OF SANTA ROSA

By: _____
Its: _____

ATTESTED:

City Clerk

CITY OF SEBASTOPOL

By: _____
Its: _____

ATTESTED:

City Clerk

CITY OF SONOMA

By: _____
Its: _____

ATTESTED:

City Clerk

COUNTY OF SONOMA

By: _____
Its: _____

ATTESTED:

City Clerk

TOWN OF WINDSOR

By: *Anna Hill*
Its: *Town manager*

ATTESTED:

Maria De La O
City Clerk

**AMENDED AND RESTATED
JOINT EXERCISE OF POWERS AGREEMENT
FOR THE SONOMA COUNTY WASTE MANAGEMENT
AGENCY**

THIS AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT (“Agreement”) is made and entered into as of March 1, 2017 (“**Effective Date**”), by and among the County of Sonoma, a political subdivision of the State of California, the City of Cotati, a California municipal corporation, the City of Cloverdale, a California municipal corporation, the City of Healdsburg, a California municipal corporation, the City of Petaluma, a California municipal corporation, the City of Rohnert Park, a California municipal corporation, the City of Santa Rosa, a California municipal corporation, the City of Sebastopol, a California municipal corporation, the City of Sonoma, a California municipal corporation, and the Town of Windsor, a California municipal corporation (collectively “**Members**” and each individually a “**Member**”).

RECITALS

A. The Members are authorized and empowered to contract with each other for the joint exercise of powers pursuant the Joint Exercise of Powers Act (Government Code Section 6500 *et seq.*) (the “**JPA Act**”).

B. The California Integrated Waste Management Act of 1989 (Public Resources Code Section 40000 *et seq.*) (the “**Integrated Waste Management Act**”) requires Members to divert recyclable and recoverable materials from the waste stream and to cooperate to achieve certain waste diversion goals.

C. On or before September 9, 1992, the Members entered into that certain Agreement between the Cities of Sonoma County and Sonoma County for a Joint Powers Agency to Deal With Waste Management Issues (Wood Waste, Yard Waste, Household Hazardous Waste, and Public Education) (the “**Original Agreement**”) to enable the Members to jointly exercise their powers to address issues related to the management of wood waste, yard waste and household hazardous waste and to provide public education related to waste diversion within the Members’ jurisdictions.

D. The Original Agreement created a separate public entity known as the Sonoma County Waste Management Agency (the “**Agency**”) to implement the purposes of the Original Agreement.

E. On January 24, 1996, the Members entered into that certain First Amendment to Agreement Between the Cities of Sonoma County and Sonoma County for a Joint Powers Agency to Deal with Waste Management Issues (the “**First Amendment**”).

F. On March 27, 2014, the Members entered into that certain “Second Amendment to Agreement Between the Cities of Sonoma County and Sonoma County for a Joint Powers Agency to Deal with Waste Management Issues (the “**Second Amendment**”).

G. The Members desire to continue to jointly exercise common powers and authority through the Agency and to amend and restate the terms of Original Agreement as amended by the First Amendment and the Second Amendment, as with respect to the terms and provisions set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the matters recited and the mutual promises, covenants, and conditions set forth in this Agreement, the Members hereby agree as follows:

1. DEFINITIONS

As used in this Agreement, unless the context requires otherwise, the meaning of the terms hereinafter set forth shall be as follows:

A. "Agreement" means this Amended and Restated Sonoma County Waste Management Agency Joint Exercise of Powers Agreement.

B. "Agency" shall mean the Sonoma County Waste Management Agency, which is a separate entity created by this Agreement pursuant to the provisions of California Government Code sections 6500 *et seq.*

C. "Board of Directors" or "Board" shall mean the governing body of the Agency as established by Section 7 of this Agreement.

D. "Bylaws" shall mean the bylaws adopted by the Board of Directors pursuant to Section 9.05 of this Agreement to govern the day-to-day operations of the Agency.

E. "Director" and "Alternate Director" shall mean a Director or Alternate Director appointed by a Member pursuant to Section 7.B of this Agreement.

F. "First Amendment" shall have the meaning set forth in Recital E.

G. "Fiscal Year" shall mean that period of 12 months established as the Fiscal Year of the Agency pursuant to Section 12.B of this Agreement.

H. "Food Waste" shall mean a waste material of plant or animal origin that results from the preparation or processing of food for animal or human consumption; and that is separated from the municipal solid waste stream. Food waste includes, but is not limited to, food waste from food facilities as defined in Health and Safety Code section 113789 (such as restaurants), food processing establishments as defined in Health and Safety Code section 111955, grocery stores, institutional cafeterias (such as, cafeterias in prisons, schools and hospitals), and residential food scrap collection. Food waste does not include any material that is required to be handled only pursuant to the California Food and Agricultural Code and regulations adopted pursuant thereto.

I. "Hazardous Waste" shall mean waste as defined in Section 40141 of the Public Resources Code and Section 25117 Health and Safety Code that is, waste or combination of

wastes, which because of its quantity, concentration, or physical, chemical, or infectious characteristics may do either of the following: (i) Cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible, or incapacitating reversible, illness; (ii) Pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, or disposed of, or otherwise managed.

J. “Household Hazardous Waste” shall mean waste materials determined by the California Department of Resources Recycling and Recovery, the Department of Health Services, the State Water Resources Control Board, or the Air Resources Board to be of such a nature that they must be listed as hazardous in state statutes and regulations, and which are toxic/ignitable/corrosive/reactive, or carcinogenic/mutagenic/teratogenic; and are discarded from householders as opposed to businesses.

K. “Integrated Waste Management Act” shall mean the California Integrated Waste Management Act of 1989, set forth at California Public Resources Code Section 40000 *et seq.*, including all laws and regulations supplemental thereto, as they may be amended from time to time.

L. “JPA Act” shall mean the Joint Exercise of Powers Act, set forth at California Government Code, sections 6500, *et seq.*, including all laws and regulations supplemental thereto, as they may be amended from time to time.

M. “Member” or “Members” shall mean the agencies as listed in the preamble of this Agreement, above.

N. “Original Agreement” shall have the meaning set forth in Recital C.

O. “Regional Agency” shall mean the designation of the Agency as a “Regional Agency” by the California Integrated Waste Management Board in compliance with Public Resources Code Section 40975.

P. “Residential Food Waste” shall mean Food Waste generated by people residing within the Members’ jurisdictions who own or occupy single family homes or residential structures with no more than four separate residential living units.

Q. “Second Amendment” shall have the meaning set forth in Recital F.

R. “Wood Waste” shall mean solid waste consisting of wood pieces or particles which are generated from the manufacturing or production of wood products, harvesting, process or storage of raw wood materials, or construction and demolition activities.

S. “Yard Waste” shall mean any wastes generated from the maintenance or alteration of public, commercial or residential landscapes including but not limited to, yard clippings, leaves, tree trimmings, pruning, brush, and weeds.

T.

2. PURPOSE

A. Amended and Restated Agreement. The purpose of this Agreement is to modify

and amend the Original Agreement with respect to the purposes, membership, governance, administration and operation of the Agency, and to allow the Agency to continue operations for an extended term as set forth herein. The terms and provisions of this Agreement replace the Original Agreement as amended by the First Amendment and the Second Amendment in its entirety. Unless expressly stated herein, this Agreement does not affect any of the Agency's contracts, debts, revenues, claims, obligations, policies, procedures or bylaws that pre-date this Agreement, which will continue to remain in full force and effect in accordance with their terms and/or applicable law.

B. Continuation of the Sonoma County Waste Management Agency as a Separate Public Entity. The Members created the Agency as a distinct public entity, separate and apart from the Members, pursuant to and in accordance with the provisions of the JPA Act. It is the intent of the Members that under this Agreement the Agency shall continue as a distinct public entity under the JPA Act and other applicable law.

C. Core Programs. The Agency has the authority to provide the following core programs to the Members: (1) Provide for the recycling and disposal of Household Hazardous Waste from the Members' jurisdictions (the "Household Hazardous Waste Program"); (2) provide services and programs to provide for or facilitate the diversion of organic material, including but not limited to Yard Waste and Wood Waste (the "Organic Materials Program"); (3) provide education regarding recycling, composting and other methods of waste diversion to Members and the public (the "Education Program"); and (4) conduct, prepare and submit all monitoring and reporting as a Regional Agency as required pursuant to the Integrated Waste Management Act (the "Reporting Program"). The Agency may not add to or eliminate these core programs except by amendment of this Agreement. The Core Programs are further described in Section 4 of this Agreement.

D. Additional Programs. The Agency may conduct additional planning activities and development of regional programs that are related to the furtherance of increasing waste diversion within the Members' jurisdictions, provided that implementation of any regional program or plan developed by the Agency within any individual Member's jurisdiction shall be subject to the review and approval of the Member's governing body. The Additional Programs are further described in Section 5 of this Agreement.

3. POWERS

A. General Powers. The Agency shall have the powers common to the Members to this Agreement that are necessary or convenient to the implementation and ongoing operation of the Core Programs and Additional Programs, as well as other powers accorded to it by law, subject to the restrictions set forth herein.

B. Specific Powers. The Agency is authorized in its own name to perform all acts necessary for the exercise of common powers to carry out this Agreement, including but not limited to the following:

- i. To make and enter into contracts;

- ii. To employ agents and employees;
- iii. To obtain legal, financial, accounting, technical and other services as needed to carry out its purposes;
- iv. To acquire, construct, manage, maintain and operate any buildings, works, or improvements;
- v. To acquire, hold, lease or dispose of property;
- vi. To incur debts, liabilities, and obligations;
- vii. To impose, levy, collect or cause to be collected, to receive and use charges and fees as provided by law;
- viii. To accumulate operating and reserve funds and invest the same as allowed by law for the purposes of the Agency.
- ix. To apply for, accept and receive all permits, grants, loans or other aids from any federal, state or local public agency;
- x. To receive donations of property, funds, services and other forms of financial assistance from any person, entity or agency;
- xi. To invest money that is not needed for immediate necessities, as the Board determines to be advisable, in the same manner and upon the same conditions that apply to other local agencies as specified in Section 53601 of the Government Code.
- xii. To sue and be sued in its own name;
- xiii. To promulgate, adopt and enforce any by-laws, rules, regulations, policies and procedures in accordance with Section 5 of this Agreement as may be necessary and proper to implement and effectuate the terms, provisions and purposes of this Agreement; and
- xiv. To carry out any power necessary or incidental to the foregoing powers in the manner and according to the procedures provided for under the law applicable to the Members to this Agreement and to perform all other acts necessary or proper to fully carry out the purposes of this Agreement.

C. Restriction on Exercise of Powers. Pursuant to the JPA Act, all common powers

exercised by the Agency shall be exercised in a manner consistent with, and subject to, the restrictions and limitations upon the exercise of such powers as are applicable to the County of Sonoma.

4. CORE PROGRAMS

A. Household Hazardous Waste Program. Pursuant to a license agreement between the Agency and the County of Sonoma, the Agency operates a program at the Sonoma County Central Landfill (the “**Central Landfill**”) for the collection and storage of Household Hazardous Waste. The Agency separately contracts with an operator to collect, sort, store, package and transfer the Household Hazardous Waste collected by designated haulers and other entities approved by the Agency, and from members of the public who are residents of a Member. Hazardous Waste generated by small quantity generators may be accepted, but shall be funded entirely by the generators using the service. The Household Hazardous Waste Program shall continue to exist and operate in compliance with all applicable laws, rules and regulations and in substantially the same manner as on the Effective Date of this Agreement, provided that the Agency Board shall be permitted to change the location of the program or add additional locations from time to time, as deemed necessary or convenient by the Agency Board, and to make other changes to the program as necessary to ensure continued compliance with all applicable laws, rules and regulations.

B. Organic Materials Program. The Agency has the authority to operate a program for the diversion of organic material, including but not limited to yard waste and wood waste.

i. *Current Program.* As of the Effective Date, the Agency operates a program for the collection and processing of Yard Waste, Residential Food Waste and Wood Waste received at the Central Landfill or the Annapolis, Guerneville, Healdsburg and Sonoma Transfer Stations (collectively, the “**Transfer Stations**”) from any source within the jurisdictions of the members that participate in the program (the “**Current Composting Program**”). The Current Composting Program is and shall continue to be funded by a tonnage disposal fee levied against Yard Waste, Residential Food Waste and Wood Waste received at the Central Landfill and the Transfer Stations. The Agency shall continue to operate the Current Composting Program, provided that the Agency may from time to time change the locations at which the Yard Waste, Residential Food Waste and Wood Waste are received, until such time that: (i) The Agency and/or individual Members have developed and implemented an alternative program or programs that provides for the diversion of organic material, including, at a minimum, Yard Waste, Residential Food Waste and Wood Waste, for all of the Members as contemplated in Section 4.B.iii below, or (ii) each of the Members has withdrawn from the Current Composting Program, as permitted under Section 4.B.ii below.

ii. *Withdrawal from Current Program.* Any of the Members may withdraw from the Current Composting Program upon ninety (90) days written notice to the Agency. Upon withdrawal from the Current Program, the withdrawing Member shall no longer be permitted to deliver Yard Waste, Residential Food Waste and Wood Waste to the Central Landfill or Transfer Stations for processing. A Member that has withdrawn from the

Current Composting Program or is not participating as of the Effective Date, may rejoin the Current Composting Program if such request to rejoin is approved by the Agency Board. Even if all Members withdraw from the Current Program, the Agency shall retain the authority set forth in subsection iii below, even if that authority is not exercised. The withdrawal of all Members from the Current Program shall not constitute an elimination of the Organic Materials Program requiring an amendment to this Agreement.

iii. *Alternative Organic Materials Programs.* The Agency shall have the authority, at the direction of the Agency Board, to solicit information and/or request proposals for alternative programs for diversion of organic materials to serve some or all of the Members. The Agency shall serve as a resource to its Members in developing solutions for the diversion of organic materials that will serve the region, either through the development of a single regional organic materials program or multiple programs serving individual Members or groups of Members, including providing advice and expertise to such Members, as directed by the Agency Board. The Agency shall further have the ability to develop and implement an alternative organic materials program that serves the Members or a portion of the Members, provided that any such program shall be implemented through a separate agreement or amendment to this Agreement, and shall be approved by the governing board of each participating Member, and any Member that is not participating in such a future organic materials program shall not have any obligations, financial or otherwise, pursuant to such future organic materials program.

C. Education Program. The Agency provides information and education to individuals using the Agency's services and individuals who live or work in the Members' jurisdictions in order to maximize use of the Agency's programs, encourage recycling and other forms of waste diversion, and otherwise further the purpose and goals of the Agency. The Education Program shall continue to exist and the Agency shall continue to operate such program in compliance with all applicable laws, rules and regulations in furtherance of the Agency's purposes and goals, as directed by the Agency Board.

D. Reporting Program.

i. *Regional Agency.* The Agency is and shall continue to be a Regional Agency for purposes of Section 40971 of the Integrated Waste Management Act, and the Members are member agencies of the Regional Agency, and shall conduct all reporting required for a Regional Agency in accordance with the Integrated Waste Management Act.

ii. *Civil Penalties.* In the event any civil penalties are levied against the Agency pursuant to the Integrated Waste Management Act, the Agency shall research the cause for which civil penalties are being levied. Research may include, but is not limited to, any of the following: Review of landfill disposal origin data, review of hauler origin data, performance of a solid waste disposal study, performance of a solid waste characterization study and/or performance of a solid waste diversion study. Agency shall cooperate with Members, the responsible Member(s) and regulators to identify corrective steps that might be taken prior to assessment of penalties, if any. The Agency shall assign responsibility for payment of any civil penalties as follows: (a) The Agency shall pay the

entire penalty, or (b) an individual Member is responsible for the assessment of the civil penalty and the entire penalty shall therefore be imposed upon that member for payment of the penalty; or (c) multiple Members, but not all Members, are responsible for the assessment of the penalty and the penalty therefore shall be allocated equally upon those responsible Members, or (d) the Agency and the individual Members which are also responsible for the penalty shall pay the penalty in amounts proportionate to their responsibility for the penalty. Before apportioning a penalty to one or more Members pursuant to this Section, the Agency shall provide written notice to such Members that explains the basis for apportionment of responsibility for the penalty, and shall provide an opportunity for a hearing before the Agency Board prior to assessment of any such penalty.

iii. *Contingency Plan.* Should the Agency be dissolved for any reason, or should a Member withdraw from this Agreement, each Member or the former Member shall be responsible for complying with the requirements of the Integrated Waste Management Act within their respective jurisdictional boundaries in accordance with the programs set out in the Agency's documents.

iv. *Members' Duties and Responsibilities.* Each Member is responsible for implementing and meeting the mandated diversion requirements within its jurisdictional boundaries.

5. ADDITIONAL PROGRAMS

A. Authority to Develop Additional Programs. The Agency has the authority to develop and implement Additional Programs that are related to the Agency's overarching purpose of increasing waste diversion in the jurisdictions of the Members. The types of Additional Programs authorized under this section include, but are not limited to, development of model ordinances related to waste diversion which may be considered by the legislative bodies of the Members; implementation of waste diversion programs in Member jurisdictions that are adopted pursuant to such model ordinances; development of or participation in regional plans or efforts to reduce the amount of recyclable, compostable or hazardous materials in the region's solid waste stream; and researching and disseminating information to the Members regarding methods to reduce solid waste and increase waste diversion in the region.

B. Approval by Members Prior to Implementation in Specific Jurisdictions. The implementation of any Additional Programs developed pursuant to this Section 5 in individual jurisdictions, including but not limited to ordinances, regulations or similar legislative actions, shall be subject to the approval of such Member prior to implementation of such program in the Member's jurisdiction. The Agency additionally may enter into agreements with individual Members to implement and/or participate in the enforcement of such programs.

C. Costs of Implementation of Additional Programs. In the event that individual Members approve an additional program developed by the Agency pursuant to this Section and desire that the Agency implement and/or participate in the enforcement of such program within the Member's jurisdiction, each individual Member shall bear the reasonable cost of the Agency's

implementation and/or enforcement of any additional program in their respective jurisdictions. The reasonable cost of implementation and/or enforcement within a Member's jurisdiction shall be determined by the Agency and shall be paid by the Member in accordance with the terms of an agreement entered into between the Agency and Member pursuant to Subsection 5.B, or if all Members participate in the additional program such costs of implementation may be paid directly by the Agency. The costs of implementation and/or enforcement of an additional program which shall be borne by individual Members based on this Subsection 5.C specifically exclude the cost of development of the additional program, including but not limited to staff, consultant and legal costs incurred in the research, preparation and drafting of the additional program, environmental analysis required prior to the adoption of the program, including but not limited to analysis in accordance with the California Environmental Quality Act (Public Resources Code §§21000 *et seq.*), and the cost to indemnify, defend and hold harmless individual members that are made party to any claim, suit or similar proceeding challenging the validity of the additional program.

D. Additional Programs Included in Budget. The cost of development and/or implementation of any Additional Programs pursuant to this Section 5 shall be included in the Agency Budget.

6. EFFECTIVE DATE AND TERM

A. Effective Date. This Agreement shall become effective on March 1, 2017, or the date upon which all authorized representative of all the Members have executed this Agreement, whichever is later. Such date shall be the "Effective Date" for purposes identified herein.

B. Term. The Agreement shall remain effective until the Agency is dissolved pursuant to the provisions set forth in Section 10.F, subject to the rights of individual Members to withdraw from the Agency.

7. AGENCY BOARD

A. Board of Directors. The Agency is governed and administered by a Board of Directors ("Board") that is composed of one voting seat per Member.

B. Directors and Alternates. Each Member shall appoint one Director and at least one Alternate Director to the Board. One of the Alternate Directors, as directed by the Member, shall serve and assume the rights and duties of the Director when the Director is unable to attend a Board meeting. The Primary and Alternate Directors shall be either an elected or appointed members of the Member's governing body, or an employee of the Member. Directors and Alternate Directors shall serve at the pleasure of the Member appointing them and they may be removed at any time, with or without cause, in the sole discretion of the Member. Each Director and Alternate Director shall hold office until their successor is selected by the Member and the Agency has been notified of the succession. In the event that a Director or Alternate Director loses their position as a member of their appointing body's governing body or as a Member employee, that Director or Alternative Director position shall become vacant and the governing body of that

Member shall appoint a new Director or Alternative Director.

C. Agency Officers. The Board of Directors shall select, from among themselves, a Chair who shall be the presiding officer of all Board of Directors meetings, a Vice Chair who shall serve in the absence of the Chair and a Chair Pro Tempore who shall serve in the absence of both the Chair and the Vice Chair. In addition, the Board of Directors shall appoint a Clerk (who need not be a Director) to be responsible for keeping the minutes of all meetings of the Board and posting agendas.

D. Board Committees. The Board of Directors may from time to time appoint one or more advisory committees or establish standing or ad hoc committees to assist in carrying out the purposes and objects of the Authority. The Board shall determine the purpose and need for such committees.

E. No Personal Liability of Board Members. Under the JPA Act, no Director shall be personally liable for any debts, obligations or liabilities of the Agency, nor subject to any personal liability or accountability by reason of the Agency's incurrence of debts, obligations or liabilities.

8. BOARD MEETINGS AND VOTING

A. Regular Meetings. The Board shall hold its regular meetings pursuant to a meeting schedule as established by resolution of the Board, but may cancel such regular meetings as it deems necessary or appropriate.

B. Special Meetings. Special meetings of the Board may be called by the Chair or as provided for in the Rules of Governance adopted by the Board.

C. Call, Notice and Conduct of Meetings. All meetings of the Board shall be noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act, California Government Code section 54950 *et seq.*

D. Quorum. Five Board members shall constitute a quorum of the Board.

E. Voting—Regular Items. An affirmative vote of at least a majority of the Board members attending a meeting is required for the Agency to take any action.

F. Super-Majority Vote Items. A super-majority vote, which for purposes of this Agreement constitutes a vote of 8/10 of all members of the Board (currently 8 of 10 members) is required for the Agency to take action on any of the following items:

- i. Approval or amendment of the Agency Budget;

- ii. Incurrence of debt from public or private lending or financing sources in an amount of \$250,000 or more;
- iii. Authorization of expenditures of \$250,000 or more to a single source within a single fiscal year;
- iv. Any increase in fees or imposition of any new fees.

G. Unanimous Vote Items. A unanimous vote is required for the Agency to acquire any interest in real property with a value of \$250,000 or more.

H. Public Meeting for Periodic Review of Agreement. The Board shall conduct a public meeting not less than once every ten (10) years following the Effective Date to review the terms and conditions of this Agreement and discuss whether any amendments to this Agreement are necessary or advisable. At such public meeting the Executive Director and Agency Counsel shall make a report to the Board recommending any amendments to the Agreement, and if directed by the Board shall draft proposed amendments to this Agreement for consideration by the governing boards of each Member. This section shall not preclude the Members from making amendments of this Agreement at other times as deemed necessary or appropriate by the Members, in accordance with Section 13.B of this Agreement.

9. OPERATIONS AND MANAGEMENT.

A. Executive Director. The Agency may appoint an Executive Director, from time-to-time as and when it deems appropriate. If appointed, the Executive Director shall serve at the pleasure of the Board of Directors and his or her duties and responsibilities shall be set forth via a vote of the Board.

B. Legal Counsel and Other Officers. The Agency may appoint Agency Legal Counsel who shall serve at the pleasure of the Board via a vote of the Board. Subject to the limits of the Agency's approved budget, the Board shall also have the power to appoint and contract via a vote of the Board for the services of other officers, consultants, advisers and independent contractors as it may deem necessary or convenient for the business of the Agency, all of whom shall serve at the pleasure of the Board.

C. Treasurer, Controller and Annual Audit. The Sonoma County Auditor-Controller-Treasurer-Tax Collector shall act as the Treasurer and Controller for the Agency. The Treasurer and Controller shall perform all usual and customary duties of their offices for the Agency, including but not limited to receiving all deposits, issuing warrants per direction, and other duties specified in Government Code section 6505.5. The Board may transfer the responsibilities of the Treasurer and/or Controller to any other person or entity as the law may provide at the time (see e.g., Government Code section 6505.5). The Board shall cause an independent annual audit to be made by a certified public accountant, or public accountant, in compliance with Government Code section 6505.

D. Employees and Management. In addition to, or in lieu of, hiring employees, the Agency may engage one or more Members to manage any or all of the business of the Agency or to provide employees to manage any or all of the business of the Agency on terms and conditions acceptable to the Board of Directors. Any Member so engaged shall have such responsibilities and shall be compensated as set forth in the agreement for such Member's services entered into by and between such Member and the Agency, which agreement shall be approved by the Board. Notwithstanding the foregoing, the Director appointed by the Member providing such services shall not vote on the agreement to provide such services.

E. Other Agency Services. The Agency may further engage one or more Members to provide additional services and resources as necessary or desirable for the administration of the Agency, including but not limited to building use, administrative services, purchasing, human resources, purchasing and other administrative services. Any Member so engaged shall have such responsibilities and shall be compensated as set forth in the agreement for such Member's services entered into by and between such Member and the Agency, which agreement shall be approved by the Board. Notwithstanding the foregoing, the Director appointed by the Member providing such services shall not vote on the agreement to provide such services.

F. Rules of Governance. The Board shall adopt Rules of Governance governing the conduct of meetings and the day-to-day operations of the Agency, which Rules of Governance may be amended from time to time.

G. Conflict of Interest Code. The Board shall adopt and file a Conflict of Interest Code pursuant to the provisions of the Political Reform Act of 1974.

10. RELATIONSHIP OF AGENCY AND ITS MEMBERS

A. Separate Public Entity. In accordance with California Government Code Sections 6506 and 6507, the Agency shall be a public entity separate and apart from the parties to this Agreement.

B. Name. The Agency may change its name at any time through adoption of a resolution of the Board of Directors.

C. Liabilities. In accordance with Government Code section 6508.1, the debts, liabilities and obligations of the Agency shall not be debts, liabilities or obligations of the individual Members unless the governing board of a Member agrees in writing to assume any of the debts, liabilities or obligations of the Agency. A Member who has not agreed to assume an Agency debt, liability or obligation shall not be responsible in any way for such debt, liability or obligation even if a majority of the Members agree to assume the debt, liability or obligation of the Agency.

D. Indemnity. Funds of the Agency may be used to defend, indemnify, and hold harmless the Agency, each Member, each Director, and any officers, agents and employees of the Agency for their actions taken within the course and scope of their duties while acting on behalf of the Agency. To the fullest extent permitted by law, the Agency agrees to save, indemnify, defend

and hold harmless each Member from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees, where the same arise out of, or are attributable in whole or in part to the Agency's programs. Notwithstanding the foregoing, the sole negligence, gross negligence, or intentional acts of any Member is exempted from the indemnification provided by this Section 10.D.

E. Withdrawal of Members. Any Member shall the have the ability to withdraw by providing a minimum of one hundred eighty (180) days written notice of its intention to withdraw to the Agency and the other Members, which withdrawal shall be effective only at the end of the Fiscal Year in which the one hundred eighty (180) day written notice period is completed. Subject to the terms of any lease or license agreement, any Member who withdraws from the Agency shall retain any real property interests already owned by such Member. Upon withdrawal, the withdrawing Member shall not be entitled to distribution of any Agency property or assets; rather the Agency shall retain all property interests and assets used by the Agency in furtherance of its purpose under this Agreement. Upon withdrawal of a Member, the Agency shall have no further obligation to provide any of the programs described in Section 2.C and 2.D to that Member. In the event of a withdrawal, this Agreement shall continue in full force and effect among the remaining members as set forth in Section 5.E below.

F. Continuing Obligations upon Withdrawal. The withdrawal of one or more Members shall not terminate this Agreement or result in the dissolution of the Agency, and the Agency shall remain in operation provided that there are at least two Members which remain in the Agency and subject to this Agreement.

G. Dissolution. The Agency may be dissolved at any time upon the unanimous approval of the Members' governing boards. However, the Agency shall not be dissolved until all debts and liabilities of the Agency have been eliminated. Upon dissolution of the Agency, each Member shall receive its proportionate share of any remaining assets after all Agency liabilities and obligations have been paid in full. Each Member's proportionate share of such remaining assets shall be determined by the Agency Treasurer based upon the estimated total population of each Member in proportion to the total estimated population of all Members at the time of dissolution. The estimated population of the Members shall be determined based on the estimated population report published by the California State Department of Finance, or if such report is no longer published, by such other method of determining population as agreed upon by the Members. The distribution of remaining assets may be made "in kind" or assets may be sold and the proceeds thereof distributed to the Members. This distribution shall occur within a reasonable time after dissolution. No former Member that previously withdrew shall be entitled to a distribution upon dissolution.

11. AUTHORITY RETAINED BY MEMBERS

A. Approval by Members. This Agreement requires specific approval from the legislative bodies of the Members for certain actions provided for under this Agreement. These actions include:

- i. Implementation of an Additional Program in a Member's jurisdiction (Section 2.D, Section 5).

- ii. Approval of an alternative organic materials program (Section 4.B.iii).
- iii. Dissolution of the Agency (Section 10.G).
- iv. Amendment of this Agreement (Section 13.B).

B. No Limitation on Members. Nothing in this Agreement shall be construed as a limitation on the legislative authority or constitutional police powers of the Members.

12. FINANCIAL PROVISIONS

A. Establishment of Funds. The Agency shall establish and maintain such funds and accounts as may be required by general accepted public agency accounting practices. The Agency shall maintain strict accountability of all funds and report all receipts and disbursements of the Agency on no less than a quarterly basis.

B. Fiscal Year. The Fiscal Year of the Agency shall be from July 1 to June 30.

C. Budget. Prior to the end of each Fiscal Year, the Board shall adopt a budget for the Agency for the ensuing Fiscal Year. The Board may authorize mid-year budget adjustments, as needed.

D. Waste Management Agency Fees. The Agency's programs are funded in part through a tip fee charge on waste entering the County of Sonoma's waste disposal system to fund the cost of the programs and services provided by the Agency, which the County of Sonoma collects and remits to the Agency (the "**Waste Management Agency Fee**"). The County, either directly or through its Contractor, shall continue to collect and remit such Waste Management Agency Fee to the Agency for the term of this Agreement, unless and until the Agency provides written notice directing the County to cease collecting such fee. The County's obligation to collect and remit the Waste Management Agency Fee shall survive the County's withdrawal from the Waste Management Agency.

E. Current Composting Program Fee. The Current Composting Program is primarily funded by a tip fee that is charged to all Yard Waste, Wood Waste and Residential Food Waste received at the Central Landfill and the Transfer Stations (the "**Current Composting Program Fee**"). The County, either directly or through its Contractor, shall continue to collect and remit the Current Composting Program Fee to the Agency for so long as the Agency is operating the Current Composting Program, unless and until the Agency provides written notice to the County to cease collecting the Current Composting Program Fee. At such time that the Agency ceases its operation of the Current Composting Program, the Agency shall provide written notice to the County, and the County shall have no further obligation to collect and remit the Current Composting Program Fee to the Agency. The County's obligation to collect and remit the Waste Management Agency Fee shall survive the County's withdrawal from either the Current Composting Program or the Waste Management Agency.

F. Additional Fees. The Agency may establish, levy and collect such other fees or surcharges for services provided by the Agency in furtherance the Core Programs and Additional Programs to fund the Agency's costs of providing such services, as permitted by law.

G. Agreements with Individual Member Agencies. In the event that a Member does not provide its jurisdiction's waste to the County of Sonoma's waste disposal system and therefore does not contribute to the Waste Management Agency Fee, Agency may, at its discretion, enter into separate agreements with such individual Members to make available some or all of the Core Programs and Additional Programs in exchange for compensation from the Member for the costs of the Programs provided.

H. Insurance. The Agency shall be required to obtain insurance, or join a self-insurance program in which one or more of the Members participate, appropriate for its operations. Any and all insurance coverages provided by the Agency, and/or any self-insurance programs joined by the Agency, shall name each and every Member as an additional insured for all liability arising out of or in connection with the operations by or on behalf of the named insured in the performance of this Agreement. Minimum levels of the insurance or self-insurance program shall be set by the Agency in its ordinary course of business. The Agency shall also require all of its contractors and subcontractors to have insurance appropriate for their operations. All amounts coverages and provisions of the insurance policies identified in this subsection H shall be subject to the approval of Agency Counsel.

13. MISCELLANEOUS PROVISIONS

A. Agreement Complete. This Agreement constitutes the full and complete agreement of the Members. This Agreement supersedes all prior agreements and understandings, whether in writing or oral, related to the subject matter of this Agreement that are not set forth in writing herein.

B. Amendment. This Agreement may be amended from time to time by the unanimous consent of the Members, acting through their governing bodies. Such amendments shall be in the form of a writing signed by each Member.

C. Successors and Assigns. The rights and duties of the Members may not be assigned or delegated without the written consent of all other Members. Any attempt to assign or delegate such rights or duties in contravention of this Agreement shall be null and void. Any assignment or delegation permitted under the terms of this Agreement shall be consistent with the terms of any contracts, resolutions or indentures of the Agency then in effect. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Members hereto. This section does not prohibit a Member from entering into an independent agreement with another agency regarding the financing of that Member's contributions to the Agency or the disposition of proceeds, which that Member receives under this Agreement so long as such independent agreement does not affect, or purport to affect, the rights and duties of the Agency or the Members under this Agreement.

D. Execution in Counterparts. This Agreement may be executed in counterparts, each counterpart being an exact duplicate of all other counterparts, and all counterparts shall be considered as constituting one complete original and may be attached together when executed by the Members hereto.

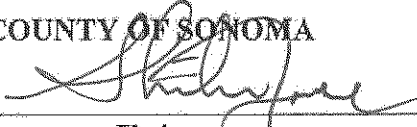
E. Member Authorization. The governing bodies of the Members have each authorized execution of this Agreement, as evidenced by their respective signatures below.

F. Notices. Notices authorized or required to be given pursuant to this Agreement shall be in writing and shall be deemed to have been given when mailed, postage prepaid, or delivered during working hours to the addresses set forth for each of the Members hereto on Exhibit "A" of this Agreement, or to such other changed addresses communicated to the Agency and the Members in writing.

G. Severability and Validity of Agreement. Should the participation of any Member to this Agreement, or any part, term or provision of this Agreement be decided by the courts or the legislature to be illegal, in excess of that Member's authority, in conflict with any law of the State of California, or otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms or provisions of this Agreement shall not be affected thereby and each Member hereby agrees it would have entered into this Agreement upon the same remaining terms as provided herein.

IN WITNESS WHEREOF, the Members hereto, pursuant to resolutions duly and regularly adopted by their respective Board of Directors or governing board, have caused their names to be affixed by their proper and respective officers as of the day and year first above-written.

COUNTY OF SONOMA



Chair
Board of Supervisors

ATTEST: *SHERYL BRATION*
by: *Diana Braton*

Clerk of the Board of Supervisors

APPROVED AS TO FORM:


Assistant County Counsel

CITY OF SANTA ROSA

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

SIGNATURES CONTINUED ON FOLLOWING PAGE

IN WITNESS WHEREOF, the Members hereto, pursuant to resolutions duly and regularly adopted by their respective Board of Directors or governing board, have caused their names to be affixed by their proper and respective officers as of the day and year first above-written.

COUNTY OF SONOMA

Chair
Board of Supervisors


ATTEST:

Clerk of the Board of Supervisors

APPROVED AS TO FORM:

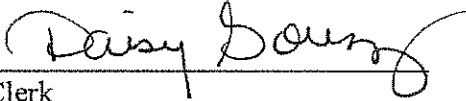
Assistant County Counsel

CITY OF SANTA ROSA



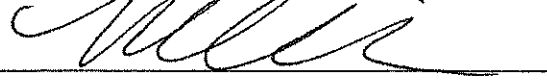
Mayor

ATTEST:



City Clerk

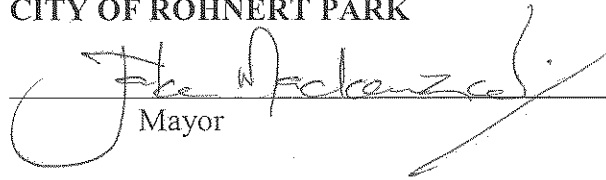
APPROVED AS TO FORM:



City Attorney

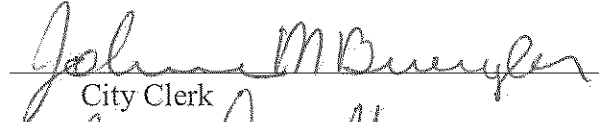
SIGNATURES CONTINUED ON FOLLOWING PAGE

CITY OF ROHNERT PARK



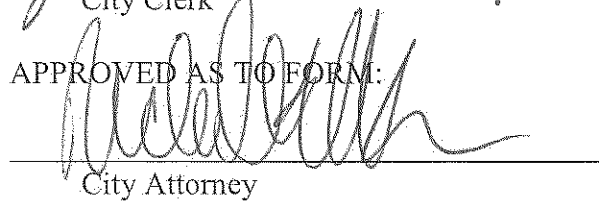
Mayor

ATTEST:



City Clerk

APPROVED AS TO FORM:



City Attorney

CITY OF SEBASTOPOL

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CITY OF SONOMA

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

SIGNATURES CONTINUED ON FOLLOWING PAGE

CITY OF ROHNERT PARK

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CITY OF SEBASTOPOLE



Mayor

ATTEST:



City Clerk

APPROVED AS TO FORM:



City Attorney

CITY OF SONOMA

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

SIGNATURES CONTINUED ON FOLLOWING PAGE

CITY OF ROHNERT PARK

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CITY OF SEBASTOPOL

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:


City Attorney

CITY OF SONOMA



Mayor

ATTEST:



City Clerk

APPROVED AS TO FORM:



City Attorney

SIGNATURES CONTINUED ON FOLLOWING PAGE

CITY OF CLOVERDALE



Mayor

ATTEST:



City Clerk

APPROVED AS TO FORM:



City Attorney

CITY OF PETALUMA

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CITY OF COTATI

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

SIGNATURES CONTINUED ON FOLLOWING PAGE

CITY OF CLOVERDALE

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CITY OF PETALUMA



Mayor

ATTEST:



City Clerk

APPROVED AS TO FORM:



City Attorney

CITY OF COTATI

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

SIGNATURES CONTINUED ON FOLLOWING PAGE

CITY OF CLOVERDALE

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CITY OF PETALUMA

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CITY OF COTATI

Arcee O. Hawley

Mayor

ATTEST:

[Signature]

City Clerk

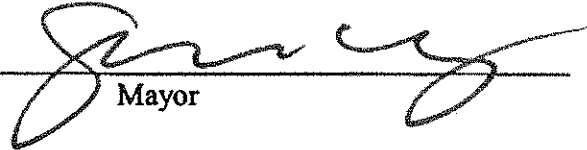
APPROVED AS TO FORM:

[Signature]

City Attorney

SIGNATURES CONTINUED ON FOLLOWING PAGE

CITY OF HEALDSBURG



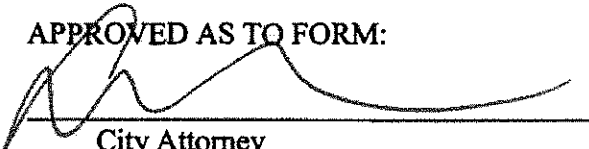
Mayor

ATTEST:



City Clerk

APPROVED AS TO FORM:



City Attorney

TOWN OF WINDSOR

Mayor

ATTEST:

Town Clerk

APPROVED AS TO FORM:

Town Attorney

CITY OF HEALDSBURG

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

TOWN OF WINDSOR

Deborah Gudge

Mayor

ATTEST:

Maria De La O

Town Clerk

APPROVED AS TO FORM:

Robin Paige Donoghue

Town Attorney

**Attachment 4:
Memorandum of Understanding with the Sonoma
County Waste Management Agency Regarding
Implementation of SB 1383**

**Memorandum of Understanding
Between the Jurisdictions of Cloverdale, Cotati, Healdsburg, Petaluma, Rohnert
Park, Santa Rosa, Sebastopol, Sonoma, Windsor, and the County of Sonoma and
The Sonoma County Waste Management Agency
Regarding Implementation of SB 1383 Regulations**

This Memorandum of Understanding (“MOU”) is made this 21st day of October, 2021 (“Effective Date”) by and between the **COUNTY OF SONOMA**, a political subdivision of the State of California, the **CITIES OF CLOVERDALE, COTATI, HEALDSBURG, PETALUMA, ROHNERT PARK, SANTA ROSA, SEBASTOPOL, SONOMA, AND WINDSOR**, each a municipal corporation of the State of California (the County and Cities are referred to individually herein as a “Jurisdiction” and collectively as the “Jurisdictions”) and the **SONOMA COUNTY WASTE MANAGEMENT AGENCY**, a California joint powers authority (“Agency”) (collectively the “Parties”).

RECITALS

WHEREAS, the Agency is a joint powers authority established pursuant to the California Joint Exercise of Powers Act (Gov. Code section 6500 *et seq.*); and

WHEREAS, each of the Jurisdictions is a member of the Agency, and the Agency operates certain core programs on behalf of and for the benefit of the Jurisdictions, including but not limited to providing education regarding recycling, composting, and other methods of waste diversion to the Jurisdictions and the public, and conducting, preparing, and submitting all monitoring and reporting as a regional agency pursuant to the Integrated Waste Management Act (California Public Resources Code §§ 40000 *et seq.*); and

WHEREAS, the State of California passed SB 1383 (Chapter 395, Statutes of 1383), which required the California Department of Resources Recycling and Recovery (CalRecycle) to adopt regulations to reduce organic waste by 50 percent from its 2014 baseline level by 2020 and 75 percent by 2025; and

WHEREAS, CalRecycle has finalized regulations for the implementation of SB 1383, which have been incorporated into the revised Chapter 12 (Short-lived Climate Pollutants) of Division 7 of Title 14 of the California Code of Regulations (“SB 1383 Regulations” or “Regulations”); and

WHEREAS, the SB 1383 Regulations require local jurisdictions, among other things, to implement programs requiring organic waste generators and waste haulers to meet minimum standards for organic waste collection services, inspect waste containers for prohibited contamination of materials, provide education and outreach information to organic waste generators, report to CalRecycle on compliance with SB 1383 Regulations, and maintain records of compliance with SB 1383 Regulations; and

WHEREAS, jurisdictions may enter into a contract with a joint powers authority to implement the requirements of the SB 1383 Regulations, except that the Jurisdictions shall remain ultimately responsible for compliance in accordance with Section 18981.2 of the Regulations; and

WHEREAS, the Parties are entering into this MOU to establish certain roles and responsibilities that the Agency shall assume on behalf of the Jurisdictions to implement the SB 1383 Regulations under the terms and conditions as set forth herein.

NOW, THEREFORE, in consideration of the foregoing, the Parties hereby agree as follows:

AGREEMENT

1. **Term.** This MOU shall commence on the Effective Date and remain in full force and effect until terminated as set forth in Section 6 of this MOU.

2. **Definitions.**

The terms set forth below are defined as follows for purposes of this MOU. Any terms that are used but not defined herein shall have the meaning set forth in the SB 1383 Regulations, Section 17402 of Title 14 of the California Code of Regulations, or Section 18815.2 of Title 14 of the California Code of Regulations.

(a) “Agency” means the Sonoma County Waste Management Agency, doing business as Zero Waste Sonoma.

(b) “CalRecycle” or “Department” means the California State Department of Resources Recycling and Recovery.

(c) “City” means one of the cities or towns that is a signatory to this MOU.

(d) “County” means the County of Sonoma.

(e) “Edible Food” means food intended for human consumption.

(f) “Generator” means a person or entity that is responsible for the initial creation of organic waste.

(g) “Hauler” means a person or entity who collects material from a Generator and delivers it to a reporting entity, end user, or a destination outside of the state. “Hauler” includes public contract haulers, private contract haulers, food waste self-haulers, and self-haulers. A person who transports material from a reporting entity to another person is a transporter, not a hauler.

(h) “Implementation Record” means the compiled records, physical or electronic, of a Jurisdiction that must be stored in one central location and contain the records and information required by Section 18995.2 of the Regulations.

(i) “Jurisdiction” means a City or the County, each of which provides solid waste collection services within their jurisdictional boundaries.

(j) “Organics,” “Organic Materials” or “Organic Waste” are materials that originate from living organisms and their metabolic waste products, including food, green material, landscape and pruning waste, vegetables, grain, meat, bones, paper towels, leaves, digestate, and wood.

(k) “SB 1383 Regulations,” “Regulations,” or “Chapter” means Chapter 12 (Short-lived Climate Pollutants) of Division 7 of Title 14 of the California Code of Regulations, as they may be amended from time to time. Regulatory references to specific sections listed in the MOU shall be to the SB 1383 Regulations, unless specifically noted otherwise.

3. Responsibilities of the Agency.

(a) **Education and outreach.** The Agency shall provide educational materials and community outreach to organic waste generators in English and Spanish that explain and provide information on the requirements of the SB 1383 Regulations, as more specifically described below. In providing the education and outreach materials described below, the Agency intends that its education and outreach efforts will be consistent with, and supplemental to, the education and outreach provided by the Jurisdictions’ franchised haulers. Since Non-Local Entities and Local Education Agencies are not under the Jurisdictions’ control but are still subject to SB 1383, the Agency shall also identify and provide them with the educational materials on the requirements set forth below.

(i) Prior to February 1, 2022, the Agency will make available to Generators, through print and/or electronic media as permitted pursuant to the Regulations, information regarding the responsibilities and requirements set forth in Sections 18984.9, 18984.10, 18985.1, 18985.2, 18988.3, 18991.3, 18991.4, and 18991.5 of the Regulations. The information generated pursuant to this subparagraph shall be made available through posting on the Agency’s website, content made available for posting on the Jurisdictions’ websites, and brochures made available for distribution to Generators. The Agency will additionally distribute the information through other social media as deemed appropriate at the Agency’s discretion. The information generated pursuant to this subparagraph shall be updated at least annually.

(ii) Through email, letters, or other direct communication, the Agency shall annually notify Tier I and II Commercial Edible Food Generators within each Jurisdiction of their food recovery requirements as established pursuant to Section 18991.3 and 18991.4 of the Regulations. Such notification shall include corresponding resources to assist in compliance with the applicable food recovery requirements.

(iii) The Agency shall perform outreach to non-compliant residential and commercial Generators to seek voluntary compliance with the Regulations, as further described under Section 3(e) of this MOU. As part of seeking voluntary compliance, the Agency will provide non-compliant residential and commercial Generators with information and resources to help them comply with the Regulations related to the collection and recovery of Organic Materials.

(iv) On or before January 1, 2022, the Agency will design container decals that comply with Section 18984.8 of the Regulations and distribute them upon request at the requesting Jurisdiction's expense if a Jurisdiction's Hauler does not produce its own.

(b) Procurement.

(i) The Agency shall annually notify each Jurisdiction of its Organic Waste product procurement target, as required and determined by CalRecycle pursuant to Section 18993.1 of the Regulations. Before CalRecycle releases the official procurement targets for each Jurisdiction on January 1, 2022 and every five years thereafter, the Agency shall assist the Jurisdictions in calculating estimates of the procurement targets.

(ii) The Agency shall further use reasonable efforts to procure recovered Organic Waste products on behalf of the Jurisdictions to meet the Jurisdictions' respective Organic Waste product procurement targets in accordance with Section 18993.1 of the Regulations. Credit for procurement of Organic Waste products procured by the Agency pursuant to this subparagraph shall be allocated to each Jurisdiction's procurement target on a proportionate basis based on their respective procurement targets. For example, if one Jurisdiction's procurement target is equal to 25% of the cumulative procurement targets of all the Jurisdictions, then that Jurisdiction will receive credit for 25% of all Organic Waste products procured by the Agency pursuant to this subparagraph.

(iii) The Agency shall use or give away Organic Waste products procured pursuant to subparagraph (ii) as the Agency deems appropriate in its sole discretion.

(iv) The Agency shall include all documents and information required pursuant to Section 18993.2 of the Regulations as they relate to the procurement of Organic Waste products by the Agency pursuant to subparagraph (ii) in the Implementation Record for each of the Jurisdictions. This documentation shall be made available to the Jurisdictions through the Implementation Record, as set forth below.

(c) Reporting and recordkeeping.

(i) The Agency shall prepare and submit the reports required pursuant to Section 18992.1 and 18992.2 on Organics processing capacity and Edible

Food recovery capacity planning. The Agency shall submit the required reports in accordance with the schedule established in Section 18992.3.

(ii) In conformance with Section 18995.2 of the Regulations, the Agency will store and maintain the Implementation Record for each of the Jurisdictions. Each Jurisdiction will be given access to their own Implementation Record through a cloud-based software. Agency staff will promptly upload documents and in a manner as required in the Regulations, provided that the information is made available to the Agency by the Jurisdictions creating such records in a prompt manner.

(iii) Upon request by a CalRecycle representative, the Agency will provide access to the Implementation Record within 10 business days. In conformance with the California Public Records Act (Government Code §6250 *et seq.*), Agency will also respond to a request for public records contained in the Implementation Record. Agency and Jurisdiction shall each notify the other if either the Agency or a Jurisdiction receive a request for all or part of the Implementation Record and coordinate a response to such request.

(iv) The Agency shall prepare and submit the Initial Jurisdiction Compliance Report and Jurisdiction Annual Reports to CalRecycle in compliance with Sections 18994.1 and 18994.2.

(d) **Organic waste processing capacity and diversion planning.** In conformance with Sections 18992.1 and 18992.2 of the Regulations, the Agency shall estimate existing Organics processing and Edible Food recovery capacities available in the County. If it is found that capacity in either category is needed, the Agency shall assist the Jurisdictions that lack capacity in creating an implementation plan to expand capacity.

(e) **Complaints and violations.**

(i) The Regulations require the Jurisdictions to provide a procedure for the receipt and investigation of written complaints of alleged violations of the Regulations. In conformance with this requirement, the Agency shall make an online complaint form available on its website for public submission and will make the form available for the Jurisdictions to place on their respective websites. The complaint form shall collect all information required under Section 18995.3. Upon receipt of a complaint, the Agency shall forward the complaint to the appropriate Jurisdiction and Hauler. The Agency shall work with the appropriate Jurisdiction and the Hauler to investigate the validity of the complaint within 90 days of receipt in accordance with Section 18995.3. The Agency will coordinate with the appropriate Jurisdiction in an effort to ensure that the information collected by the Agency through the investigation process is reasonably sufficient to allow the Agency to determine whether to initiate a formal enforcement action, and to utilize the collected information if such action is initiated. If a Generator is found to be non-compliant, the Agency shall notify the Generator of the Agency's determination of non-compliance, including the basis for its determination and the supporting evidence received or generated by the Agency. As

part of the notification the Agency will provide resources to assist the Generator in achieving compliance with the Regulations. Nothing herein shall prevent a Jurisdiction from initiating a formal enforcement action as deemed appropriate in the Jurisdiction's discretion prior to completion of the Agency's investigation. In the event that a Jurisdiction initiates such formal enforcement action, the Agency shall coordinate with the Jurisdiction to ensure that the Agency's investigation is carried out in a manner that supports the Jurisdiction's investigation.

(ii) The Agency will develop a standardized procedure for seeking voluntary compliance from Generators that are in violation of the Regulations. Through this process the Agency will coordinate with each Jurisdiction's approved Haulers to seek voluntary compliance from Generators found to be in violation of the Regulations. The Agency's responsibilities will include contacting Generators who have repeatedly contaminated and/or refuse to use the recycling and/or organics collection containers despite reasonable efforts by the franchised Hauler to notify the Generator and seek compliance. The Agency will use incrementally escalating efforts to educate the non-compliant Generator and seek voluntary compliance through the standardized procedures developed by the Agency. In the event that the Agency is unable to achieve voluntary compliance through these contacts, the Agency will refer the matter, along with all evidence collected by the Agency related to the Generator's non-compliance, to the Jurisdiction where the Generator is located for formal enforcement action.

(iii) In the event a Jurisdiction initiates an enforcement action against a Generator, the Agency will provide support to the Jurisdiction in carrying out the enforcement action, including working with the Jurisdiction's approved Hauler to determine whether the Generator has come into compliance prior to a compliance deadline established by Notice of Violation. The Agency's support will be directed by the Jurisdiction as it retains responsibility over the formal enforcement action.

(f) **Inspections of Commercial Edible Food Generators.** Beginning January 1, 2022, the Agency shall conduct annual inspections of Tier One Edible Food Generators, food recovery organizations, and food recovery services within the County in a manner as necessary to comply with the requirements of Section 18995.1(a)(2) for all of the Jurisdictions. The Agency may conduct inspections of a random sampling of food recovery entities or prioritize inspections of entities that it determines are more likely to be out of compliance, provided that such manner of selection shall satisfy the requirements of the Regulations. Beginning January 1, 2024, the Agency shall additionally conduct annual inspections of Tier Two Edible Food Generators within the County in a manner as necessary to comply with the requirements of Section 18995.2(a)(2) for all of the Jurisdictions. The Agency may adjust the frequency or number of inspections from time to time if required by CalRecycle.

(g) **Waivers.**

(i) The Agency shall, on behalf of each Jurisdiction consider and approve or deny each request for waiver of the Regulations made pursuant to Section 18984.11, except as otherwise provided herein.

(1) The Agency will create a standardized waiver request form for Jurisdictions and Haulers to distribute. This form will be a printable document maintained on the Agency’s website.

(2) The Agency will also provide each Jurisdiction with a monthly report listing waivers that have been approved in the Jurisdiction in the prior month.

(ii) Notwithstanding the foregoing, each Jurisdiction may at its discretion elect to consider and approve or deny requests for waiver of the Regulations for Generators within its boundaries rather than delegating this responsibility to the Agency. In the event a Jurisdiction elects to consider waivers within its boundaries, it shall provide written notice to the Agency of its decision, and the Agency will forward any requests for waiver to the Jurisdiction after receiving such notice.

(iii) If certain census tracts within a Jurisdiction are eligible for a waiver or exemption from the requirements of the Regulations based on the criteria set forth in Section 18984.12, the Agency shall assist the Jurisdiction in submitting a waiver request to CalRecycle.

(h) Emergency Circumstances – Waivers for Jurisdiction

(i) The Agency will be responsible for notifying CalRecycle and/or submitting requests on behalf of Jurisdictions that require (1) an Emergency Processing Facility Temporary Equipment Failure Waiver or (2) a Disaster and Emergency Waiver. Such requests and/or notifications shall be made in compliance with Section 18984.13.

4. Responsibilities of the Jurisdictions.

(a) Except for those responsibilities and requirements expressly assumed by the Agency pursuant to this MOU, each Jurisdiction shall be responsible for compliance with the Regulations, as applicable.

(b) Each jurisdiction shall be responsible for the adoption of its own enforceable ordinance as required by SB 1383.

(c) **Sharing of information.** Within thirty (30) days of request by the Agency, or as soon as such information is available to the Jurisdiction, the Jurisdictions shall share with the Agency all data, documents, contact information for generators within the Jurisdiction, or any other information necessary for the Agency to carry out the responsibilities set forth in this MOU. In accordance with Government Code Section 6254.5, subdivision (e), the Agency agrees to treat as confidential material that the Jurisdictions share with the Agency that is exempt from disclosure pursuant to the Public Records Act (Government Code Section 6250 *et seq.*) and that the sharing Jurisdiction has labeled as confidential. Only authorized Agency officials or employees shall be permitted to access such confidential Jurisdiction material.

(d) **Enforcement.** The Jurisdictions shall each be responsible for any enforcement of the Regulations within their boundaries. The Agency’s role in seeking compliance with the Regulations will be limited to conducting investigations and seeking voluntary compliance as more specifically set forth in Section 3(e) of this MOU.

(e) **Staff and funding.** In order for Agency to carry out its responsibilities in connection with the administration and implementation of the SB 1383 Regulations as specified in this MOU, Agency anticipates that it will incur increased costs as a result of increased staffing needs, costs of development of resources for education and outreach, and costs of procuring Organic Waste products on behalf of the Jurisdictions. The Agency anticipates that it will fund the increased costs that will be incurred in the implementation of this Agreement through an increase to the Agency surcharge that is included in the tipping fee charged on solid waste entering the County’s waste management system. The fee may be increased from time to time at the discretion of the Agency Board to pay for the costs of implementation of this MOU, but not more than once per fiscal year. In accordance with the terms of the Amended and Restated Joint Exercise of Powers Agreement for the Sonoma County Waste Management Agency, a Jurisdiction that does not provide its waste to the County’s waste management system and therefore does not contribute to the Agency surcharge shall contribute to the costs incurred pursuant to this MOU through adjustment to the Jurisdiction’s agreement to provide compensation to the Agency for provision of Agency programs. The existing agreement or agreements shall be adjusted to account for the Jurisdiction’s proportionate share of the costs of implementing this MOU.

5. **Indemnification/Hold Harmless.** Agency shall indemnify, defend, and hold harmless the Jurisdictions, their legislative bodies, officials, consultants, agents, and employees from and against any and all loss, damages, liability, claims, suits, costs and expenses, including reasonable attorney’s fees, arising from Agency’s performance of this MOU, with the exception of matters that arise from the negligent or intentional acts or omissions of the Jurisdictions, their legislative bodies, officials, consultants, agents and employees.

6. **Withdrawal of Jurisdictions; Termination by Agency.** Any Jurisdiction may withdraw as a party to this MOU upon giving one hundred and eighty (180) calendar days’ prior written notice to the other Parties. Further, the Agency may terminate this MOU upon giving three hundred and sixty-five (365) days’ prior written notice to the Jurisdictions. Upon termination of this MOU, the Agency shall have no further obligations pursuant to this MOU.

7. **Notice.** During the term of this MOU, all notices shall be made in writing and either served personally, sent by first class mail, or sent by email provided confirmation of delivery is obtained at the time of email transmission, addressed as follows:

To: Agency

Sonoma County Waste Management Agency

Attention: Executive Director
2300 County Center Drive, Ste. B-100
Santa Rosa, CA 95403
Telephone Number: 707-565-3668
Email: Leslie.Lukacs@sonoma-county.org

To City of Cloverdale:

City of Cloverdale
Attention: City Manager
124 N. Cloverdale Blvd
Cloverdale, CA 95425
Telephone Number: 707-894-1710
Email: dkelley@ci.cloverdale.ca.us

To City of Cotati:

City of Cotati
Attention: City Manager
201 West Sierra Avenue
Cotati, CA 94931
Telephone Number: 707-665-3622
Email: dobid@cotaticity.org

To City of Healdsburg:

City of Healdsburg
Attention: City Manager
401 Grove Street
Healdsburg, CA 95448
Telephone Number: 707-431-3317
Email: jkay@ci.healdsburg.ca.us

To City of Petaluma:

City of Petaluma
Attention: City Manager
11 English Street
Petaluma, CA 94952
Telephone Number: 707-778-4345
Email: pflynn@cityofpetaluma.org

To City of Rohnert Park:

City of Rohnert Park
Attention: City Clerk
130 Avram Avenue
Rohnert Park, CA 94928
Telephone Number: 707-588-2227

Email: cityclerk@rpcity.org

To City of Santa Rosa:

City of Santa Rosa
Attention: City Manager
100 Santa Rosa Avenue, Room 10
Santa Rosa, CA 95404
Telephone Number: 707-543-3010
Email: cmoffice@srcity.org

To City of Sebastopol:

City of Sebastopol
Attention: City Manager
P.O. Box 1776
Sebastopol, CA 95473
Telephone Number: 707-823-1153
Email: lmclaughlin@cityofsebastopol.org

To City of Sonoma:

City of Sonoma
Attention: City Manager
No. 1 The Plaza
Sonoma, CA 95476
Telephone Number: 707-933-2218
Email: gtoy@sonomacity.org

To County of Sonoma:

County of Sonoma
Attention: Director of Transportation and
Public Works
2300 County Center Drive STE B-100
Santa Rosa, CA 95403
Telephone Number: 707-565-3585
Email: Johannes.Hoevertsz@sonoma-county.org

To Town of Windsor:

Town of Windsor
Attention: Town Manager
P.O. Box 100
Windsor, CA 95492
Telephone Number: 707-838-1000
Email: kmacnab@townofwindsor.com

Any Party may change the address to which notice is to be given by providing the other Parties with written notice of such change at least fifteen (15) calendar days prior to the effective date of the change.

Service of notices shall be deemed complete on the date of receipt if personally served or if served using email provided confirmation of delivery is obtained at the time of email transmission. Service of notices sent by first class mail shall be deemed complete on the fifth (5th) day following deposit in the United States mail.

8. **Governing Law and Venue.** This MOU shall be deemed to be executed within the State of California and construed in accordance with and governed by laws of the State of California. Venue in any proceeding or action among the participating Jurisdictions arising out of this MOU shall be in Sonoma County, California.

9. **Amendment.** This MOU and the exhibits hereto may only be amended by a writing signed by authorized representatives of each Party, and any purported amendment not signed by an authorized representative of each Party shall be of no force or effect. This MOU may be amended to extend its term, alter its conditions, add Agency and/or Jurisdiction obligations, or otherwise.

10. **Entire Agreement.** This MOU and its exhibits constitute the entire agreement between the Parties and supersedes all prior negotiations, representations, or agreements, whether written or oral.

[Signatures on following page]

**SIGNATURE PAGE FOR MEMORANDUM OF UNDERSTANDING
Between the Jurisdictions of Cloverdale, Cotati, Healdsburg, Petaluma, Rohnert
Park, Santa Rosa, Sebastopol, Sonoma and Windsor and the County of Sonoma
and
The Sonoma County Waste Management Agency
Regarding Implementation of SB 1383 Regulations**

IN WITNESS WHEREOF, the Parties hereto have executed this agreement in duplicate on the day and year first above written.

CITY OF CLOVERDALE, A Municipal Corporation of the State of California

By: David J. Kelley
David J. Kelley (Mar 22, 2022 17:40 PDT)

David Kelley
City Manager

APPROVED AS TO FORM:

Jose Sanchez
Jose Sanchez (Nov 5, 2021 11:36 PDT)

Jose Sanchez
City Attorney

CITY OF COTATI, A Municipal Corporation of the State of California

By: DAMIEN O'BID

Damien O'Bid
City Manager

APPROVED AS TO FORM:

John Bakker
John Bakker (Feb 15, 2022 12:01 PST)

John Bakker
City Attorney

CITY OF HEALDSBURG, A Municipal Corporation of the State of California

By: Jeffrey Kay
Jeffrey Kay (Dec 6, 2021 17:19 PST)

Jeff Kay
City Manager

MOU – Implementation of SB 1383 Regulations

APPROVED AS TO FORM:

Samantha W. Zutler

Samantha W. Zutler (Dec 8, 2021 09:25 PST)

Samantha Zutler
City Attorney

CITY OF PETALUMA, A Municipal Corporation of the State of California

By: *Peggy Flynn*

Peggy Flynn
City Manager

APPROVED AS TO FORM:

Eric Danly

Eric Danly (Feb 15, 2022 10:19 PST)

Eric Danly
City Attorney

CITY OF ROHNERT PARK, A Municipal Corporation of the State of California

By: *Darrin Jenkins*

Darrin Jenkins
City Manager

APPROVED AS TO FORM:

Michelle Marchetta Kenyon

Michelle Marchetta Kenyon
City Attorney

CITY OF SANTA ROSA, A Municipal Corporation of the State of California

By: *Jeff Kolin*
Jeff Kolin (Nov 3, 2021 09:18 PDT)

Jeff Kolin
Interim City Manager

APPROVED AS TO FORM:

Sue Gallagher

Sue Gallagher
City Attorney

CITY OF SEBASTOPOL, A Municipal Corporation of the State of California

By: *Larry McLaughlin*
Larry McLaughlin (Dec 9, 2021 11:21 PST)

Larry McLaughlin
City Manager

APPROVED AS TO FORM:

Larry McLaughlin
Larry McLaughlin (Dec 9, 2021 11:21 PST)

Larry McLaughlin
City Attorney

CITY OF SONOMA, A Municipal Corporation of the State of California

By: *Garrett Toy*
Garrett Toy (Dec 6, 2021 16:21 PST)

Garrett Toy
City Manager

APPROVED AS TO FORM:

Jeffrey Walter
Jeffrey Walter (Dec 7, 2021 10:17 PST)

Jeff Walter
City Attorney

COUNTY OF SONOMA, A Political
Subdivision of the State of California

By: 
Johannes Hoevertsz (Nov 14, 2021 21:22 PST)

Johannes Hoevertsz
Director of
Transportation Public Works,
County of Sonoma

APPROVED AS TO FORM:


Lisa Pheatt (Nov 2, 2021 13:04 PDT)

Lisa Pheatt
Deputy County Counsel

TOWN OF WINDSOR, A Municipal
Corporation of the State of California

By: 

Ken MacNab
Town Manager

APPROVED AS TO FORM:


Jose Sanchez (Nov 5, 2021 11:36 PDT)

Jose Sanchez
Town Attorney

**SONOMA COUNTY WASTE
MANAGEMENT AGENCY, A California
Joint Powers Authority**

By: *Leslie Lukacs*

Leslie Lukacs
Executive Director

APPROVED AS TO FORM:

Ethan Walsh

[Ethan Walsh \(Nov 2, 2021 13:33 PDT\)](#)

Ethan Walsh
Agency Counsel

**Attachment 5:
Current Solid Waste Subscription Data for the City of
Sebastopol**

Current Service Recipient Data as of 4/1/2024						
Number of Residential Cart Service Recipients						
Garbage	20-Gallon	32-Gallon	64-Gallon	96-Gallon		
No. of Accounts	681	1,175	395	48		
Recyclable Materials	20-Gallon	32-Gallon	64-Gallon	96-Gallon		
No. of Accounts	0	98	84	2,055		
Green Waste	20-Gallon	32-Gallon	64-Gallon	96-Gallon		
No. of Accounts	0	112	133	2,044		
Number of Multi-Family Service Recipients						
Garbage	1/Week	2/Week	3/Week	4/Week	5/Week	6/Week
32-Gallon	1					
96-Gal	2					
1 or 1.5 CY	3					
2 CY	5					
3 CY	8	1				
4 CY	2					
Recyclable Materials	1/Week	2/Week	3/Week	4/Week	5/Week	6/Week
64-Gallon	1					
96-Gallon	10					
2CY	1					
3 CY	4					
4 CY	4					
Mixed Organic (Food/Green) Materials	1/Week	2/Week	3/Week	4/Week	5/Week	6/Week
64-Gallon	1					
96-Gallon	9					
Food Waste	1/Week	2/Week	3/Week	4/Week	5/Week	6/Week
1 or 1.5 CY	2					
3CY	1					
Green Waste	1/Week	2/Week	3/Week	4/Week	5/Week	6/Week
Number of Commercial Service Recipients						
Garbage	1/Week	2/Week	3/Week	4/Week	5/Week	6/Week
20-Gallon	2					
32-Gallon	45					
64-Gal	24	1				
96-Gal	68	2				
1 or 1.5 CY	27	2		1		
2 CY	37	8				
3 CY	19	3	2			
4 CY	30	15	5	2		
6 CY	2	1	1	1	1	
Recyclable Materials	1/Week	2/Week	3/Week	4/Week	5/Week	6/Week
32-Gallon	5					
64-Gallon	7					
96-Gallon	151	1				
1 or 1.5 CY	8					
2CY	23	3	2			
3 CY	21	11				
4 CY	32	16	9	1	5	
6 CY	2	4	1			
Mixed Organic (Food/Green) Materials	1/Week	2/Week	3/Week	4/Week	5/Week	6/Week
32-Gallon	20					
64-Gallon	25	3				
96-Gallon	99	1				
Food Waste	1/Week	2/Week	3/Week	4/Week	5/Week	6/Week
1 or 1.5 CY	3	1				
2CY	11	4	4			
3CY	4		1			

4CY	3	2				
Green Waste	1/Week	2/Week	3/Week	4/Week	5/Week	6/Week
Number of City-Designated (in above commercial totals)						
Garbage	1/Week	2/Week	3/Week	4/Week	5/Week	6/Week
32-Gallon	2					
64-Gallon	1					
96-Gallon	2					
1 or 1.5 CY	2					
2CY	2					
4 CY	3					
6 CY	1					
Recyclable Materials	1/Week	2/Week	3/Week	4/Week	5/Week	6/Week
64-Gallon	1					
96-Gallon	8					
2CY	1					
3 CY		1				
4 CY	1					
Mixed Organic (Food/Green) Materials	1/Week	2/Week	3/Week	4/Week	5/Week	6/Week
64-Gallon	1					
96-Gallon	5					
Food Waste	1/Week	2/Week	3/Week	4/Week	5/Week	6/Week
2CY	1					
Green Waste	1/Week	2/Week	3/Week	4/Week	5/Week	6/Week
Number of Roll-off Boxes						
	# of Boxes	Avg. Pulls/Month				
15Y Compactor (Customer Supplied Conta	1	3.75				
20 CY	18	11.58				
20Y Compactor (Customer Supplied Conta	1	3.92				
30 CY	14	6.83				
40 CY	6	5.08				
City Roll-Off Boxes (in above Roll-off Box Totals)						
	# of Boxes	Avg. Pulls/Month				
20 CY	3	8.58				
30 CY	1	3.17				
40 CY	1	4.33				

Attachment 6: City of Sebastopol Living Wage Requirement

Chapter 2.72

A LIVING WAGE REQUIREMENT FOR SPECIFIED CITY-FUNDED CONTRACTS AND CITY EMPLOYEES

Sections:

- 2.72.010 Title and purpose.**
- 2.72.020 Findings.**
- 2.72.030 Definitions.**
- 2.72.040 Employers subject to the requirements of this chapter.**
- 2.72.050 Exceptions and waivers.**
- 2.72.060 Compensation required to be paid to employees.**
- 2.72.070 Provisions required contract.**
- 2.72.080 Exemptions.**
- 2.72.090 Retaliation and discrimination prohibited.**
- 2.72.100 Employee complaints to the City.**
- 2.72.110 Private right of action.**
- 2.72.120 Responsible bidding and use of City funds and facilities.**
- 2.72.130 Labor relations neutrality.**
- 2.72.140 Phase-in and transitional funding for nonprofits.**

2.72.010 Title and purpose.

This chapter shall be known and may be cited as the “City of Sebastopol Living Wage Ordinance.” The purpose of this chapter is to protect the public health, safety and welfare by ensuring that City employees, employees of City service contractors, and other businesses who receive funding from the City earn an hourly wage that is sufficient to enable one working parent with one dependent to live with dignity and economic self-sufficiency. The City contracts with many businesses and organizations to provide services to the public, and construct necessary public improvements, for the purpose of promoting economic development and job growth. The City Council seeks to demonstrate through enactment of the ordinance codified in this chapter that the use of City funds to provide living wage jobs will decrease poverty, increase consumer income and reduce the need for taxpayer funded social service programs. In doing so the City takes the lead to establish a community economic standard that permits workers to live out of poverty.

2.72.020 Findings.

The City Council of the City of Sebastopol finds as follows:

- A. The City of Sebastopol awards contracts to private firms and other businesses to provide services to the public and to City government; and
- B. The City of Sebastopol has a limited amount of taxpayer resources to expend; and
- C. The use of taxpayer dollars to promote sustenance and creation of living wage jobs will increase consumer income, decrease levels of poverty and reduce the need for taxpayer-funded social programs in other areas; and
- D. When City funds are used to contract for services, such contracts should demonstrate an effort to promote an employment environment that enhances the general quality of life within the community and maximizes the productive effect of the City's limited resources; and
- E. The City's use of contractors that do not provide health insurance to their employees can result in imposing the costs of their medical care on the County, State and Federal governments; and
- F. Employees are far more likelier to be healthy if their employer provides reasonable health insurance to them and their dependents; and
- G. The payment of a minimum level of compensation as required by this chapter benefits these interests.

2.72.030 Definitions.

The following words and phrases whenever used in this chapter shall be construed as defined in this section:

"City" means the City of Sebastopol and all City agencies.

"City-funded employers" means all persons or entities that receive from the City direct assistance in the form of grants, loans, or loan guarantees, in-kind services, waivers of City fees, real property or other valuable consideration in the amount of more than \$100,000 in any 12-month period. This term shall not include those who enjoy an economic benefit as an incidental effect of City policies, regulations, ordinances, or charter provisions. A subcontractor shall be deemed to have received a new contract through the City when the person to whom it is subcontracting receives a new City contract, lease, franchise or financial aid.

"Credit for the amount spent providing medical health benefits to such employees" shall be defined as follows: (1) the actual hourly contribution made by the employer for medical health benefits; (2) if the employer is not making an hourly contribution in the amount spent during the preceding month by such employer on medical health benefits for such employee divided by the hours worked except that the City Manager shall have discretion for good cause shown to allow an employer to use an alternate method of determining its average hourly contribution; (3) if the amount contributed by the employer varies between employees (such as a greater contribution for family versus single coverage), then the employer at its option may set the amount of the credit at the average it contributes for all employees covered by this chapter receiving health benefits; (4) if the employer is self-insured and employees covered by this chapter are pooled with other workers, then if the employer finds it impractical to determine the amount spent on health benefits just for employees covered by this chapter, then the

employer may approximate this calculation on the basis of the best data reasonably available and approved by the City Manager (for example, using the average spent by the employer for its entire workforce).

“Employee” means any individual employed by a City-funded employer, lessee, financial aid recipient or service contractor, including subcontracts therefrom, unless he or she spends less than 25 percent of his or her work time on work arising directly from the City’s financial contribution. No work may be reassigned in order to evade coverage under this chapter. For the purposes of determining whether an employer employs more than six employees for the purpose of this chapter, such number shall be determined by the most recent payroll period unless the employer had less than seven employees during the preceding eight payroll periods and will have less than seven during the next eight payroll periods.

“Employer” means those persons identified in SMC [2.72.040](#) except that no person other than the City shall be deemed an employer until they receive a new contract, lease concession or franchise, from or through the City. For these purposes the term “new” includes any arrangement entered into after the ordinance codified in this chapter was introduced, or any amendment, extension or renewal of a preexisting arrangement, or the City allowing continued occupancy by tenants with periodic tenancies (such as month-to-month tenants). A subcontractor shall be deemed to have received a new contract through the City when the person to whom it is subcontracting receives a new City contract, lease, franchise or financial aid.

“Nonprofit” shall mean a nonprofit organization described in Section [501c](#) of the Internal Revenue Code of 1954 which is exempt from taxation under Section 501c of that code, or any nonprofit educational organization qualified under Section [233701d](#) of the Revenue and Taxation Code.

“Part-time employee” means any employee whose regular hours of work are less than 40 hours per week.

“Person” means any individual, proprietorship, partnership, joint venture, corporation, limited liability company, trust, association, or other entity that may employ individuals or enter into contracts.

“Service contract” means a contract given a contractor by the City for the furnishing of services to or for the City, except contracts where services are incidental to the delivery of products, equipment or commodities. Service contracts include but are not limited to security guard services, janitorial services, waste management, landscaping, parking attendant services, towing and health care.

“Service contractor” means any person or entity that enters into a service contract as hereafter defined in an amount equal to or greater than \$10,000.

2.72.040 Employers subject to the requirements of this chapter.

The persons and entities described below shall comply with the minimum compensation standards established by this chapter if they employ more than six employees:

- A. The City of Sebastopol, including all its agencies, departments and offices.
- B. For-profit service contractors that receive contract(s) for \$10,000 or more from the City in a 12-month period.

- C. Nonprofit service contractors that receive contracts from the City of \$20,000 or more in a 12-month period.
- D. Recipients of City leases, concessions, or franchises which employ 25 or more employees and have \$350,000 or more in annual gross receipts.
- E. Recipients that receive more than \$100,000 in loans or other cash and/or noncash assistance in any 12-month period. Compliance shall be required during the term in which the assistance is received.
- F. Subcontractors or subtenants of any of the persons described in subsections [B](#) through [E](#) of this section and which have \$50,000 or more in annual gross receipts.

2.72.050 Exceptions and waivers.

A. Any employer that contends that it is unable to pay all or part of the living wage must provide a detailed explanation in writing to the City Manager (or the City Manager's designee) who may recommend an exception to the City Council.

The explanation must set forth the reasons for its inability to comply with the provisions of this chapter, including a complete cost accounting for the proposed work to be performed with the financial assistance sought.

- B. The City Council may grant an exception upon making one or more of the following findings:
 1. That the employer has demonstrated economic hardship.
 2. That the exception will further the interests of the City of Sebastopol in providing training positions which will enable employees to advance into permanent living wage jobs or better.
 3. That the exception will further other public objectives.
 4. That the exception is requested by both parties to a memorandum of understanding or other form of collective bargaining agreement.

However, no exception will be granted if the effect of the exception is to replace or displace existing positions or employees or to lower the wages of current employees.

- C. Exceptions to the requirements of this chapter will be made for the term of the financial assistance, except that the City reserves the right to rescind the exception at any time due to changed circumstances which lead the City to revise the findings on which the exception was based.
- D. The City Council of the City of Sebastopol reserves the right to waive the requirements of this chapter upon a finding and determination of the City Council that a waiver is in the best interests of the City of Sebastopol. The City Council may also waive the requirements of this chapter during an emergency due to war or natural or human made disasters.

E. Any waiver or exception shall be granted for no more than one year. At the end of the year, the employer may reapply for a new waiver or exception which may be granted subject to the same criteria for granting the initial waiver or exception.

2.72.060 Compensation required to be paid to employees.

Except as otherwise provided in this chapter, an employer subject to this chapter shall provide its covered employees the following minimum compensation:

A. *Living Wages.* The employer shall pay each employee an hourly wage of not less than \$13.20, except that the employer shall receive credit for the actual amount spent providing medical health benefits to such employee as defined in SMC [2.72.030](#). As an example, if an employer spends \$1.50 per hour on medical health benefits, then the employer must pay a cash wage of only \$11.70 per hour.

B. *Time Off.* Employees shall be entitled to at least 22 days off per year for sick leave, vacation or personal necessity. Twelve of the required days off shall be compensated at the same rate as regular compensation for a normal working day. Ten of the required 22 days may be uncompensated days off. Employees who work part-time shall be entitled to accrue compensated days off in increments proportional on an annual basis to 12 days per year. Employees shall be eligible to use accrued days off after the first six months of satisfactory employment or consistent with employer policy, whichever is sooner. Paid holidays, consistent with established employer policy, may be counted toward provision of the required 12 compensated days off.

C. The initial rates set forth in subsection [A](#) of this section shall increase annually on July 1st, in accordance with any increase due to a cost of living adjustment for City employees, equal to the average COLA for all City nonsafety employees, but no more than the Consumer Price Index for San Francisco-Oakland-San Jose published by the Bureau of Labor Statistics, in any fiscal year.

2.72.070 Provisions required contract.

Every City contract, lease, license, concession agreement, franchise agreement or agreement for City funding with an employer described in SMC [2.72.040](#) or amendment thereto shall contain provisions requiring it to comply with the requirements of this chapter as they exist on the date when the employer entered its agreement with the City or when such agreement is amended. Such contract provisions shall address the employer's duty to promptly provide to the City documents and information verifying its compliance with the requirements of this chapter, and sanctions for noncompliance. Such contract provisions shall also require the employer to notify each of its affected employees with regard to the wages that are required to be paid pursuant to this chapter.

2.72.080 Exemptions.

The requirements of this chapter shall not be applicable to the following employees:

- A. An employee who is under 21 years of age employed by a nonprofit entity for after school or summer employment or as a trainee for a period not longer than six months.
- B. A temporary employee whose term of employment will not exceed six months in duration.
- C. Volunteers.
- D. City employees during their first six months of employment, which is considered a training or probationary period.
- E. Employees of contractors on City public works projects subject to the requirements of Division 2, Part 7, of the [California Labor Code](#), when said code requires compensation greater than that required by this chapter.
- F. Employees who are standing by or on call according to the criteria established by the Fair Labor Standards Act, [29 U.S.C. Section 201](#). This exemption shall apply only during the time when the employee is actually standing by or on call.
- G. Any disabled employee who (1) is covered by a current sub-minimum wage certificate issued to the employer by the U.S. Department of Labor; or (2) would be covered by such a certificate but for the fact that the employer is paying a wage equal to or higher than the minimum wage.
- H. An employee for whom application of the requirements of this chapter is prohibited by State or Federal law.

2.72.090 Retaliation and discrimination prohibited.

It shall be unlawful to retaliate or discriminate against any person on account of his having claimed a violation of this chapter.

2.72.100 Employee complaints to the City.

- A. Any employee covered by this chapter who alleges violation of any provision of the requirements of this chapter may report such acts to the City. The City Manager may establish a procedure for receiving and investigating such complaints and take appropriate enforcement action.
- B. Any complaints received shall be treated as confidential matters, to the extent permitted by law. Any complaints received and all investigation documents related thereto shall be deemed exempt from disclosure pursuant to California Government Code Sections [6254](#) and [6255](#).

2.72.110 Private right of action.

A. A person claiming violation of this chapter may bring an action in the Superior Court of the State of California against an employer and obtain the following remedies:

1. Back pay for each day during which the employer failed to pay the compensation required by this chapter.
2. Reinstatement, compensatory damages and punitive damages.
3. Reasonable attorney's fees and costs.

B. Notwithstanding any provision of this chapter or any other ordinances to the contrary, no criminal penalties shall attach for any violation of this chapter.

C. No remedy set forth in this chapter is intended to be exclusive or a prerequisite for asserting a claim for relief to enforce any rights hereunder in a court of law. This chapter shall not be construed to limit an employee's right to bring a common law cause of action for wrongful termination.

D. Nothing in this chapter shall be interpreted to authorize a claim for damages against the City based upon another employer's failure to comply with this chapter.

2.72.120 Responsible bidding and use of City funds and facilities.

Prior to commencement of the contract's term or execution by the City, each contractor, subcontractor, lessee of City property or other City-funded employer will certify to the satisfaction of the City that its employees are paid a living wage as provided by this chapter. As part of any bid, application or proposal for any contract or other funding arrangement with the City covered by SMC [2.72.040](#), the submitter shall (A) include an acknowledgment in a form acceptable to the City of the terms of this chapter and intent to comply therewith, and (B) complete a form to be created by the City Manager indicating whether any charges, complaints, citations or findings of violation of law or regulation by any regulatory agency or court have occurred within the last 10 years, including but not limited to California DFEH, OSHA, Department of Industrial Relations (Labor Commissioner), EPA, and NLRB.

By seeking such contract or arrangement from the City submitter shall be deemed to have authorized the City to obtain additional information upon request about the submitter's history as an employer, including but not limited to information about employee turnover and complaints lodged by employees (unless disclosure is prohibited by their legal right of privacy) so that the City may ascertain the submitter's ability to provide the promised services without disruption and without adverse effect on the City's proprietary interests. To the extent permitted by law, the Council shall consider such matters in deciding whether to award the contract, financial assistance, or other arrangement being sought from the City.

2.72.130 Labor relations neutrality.

No employer covered by SMC [2.72.040](#) shall use any City funds or property to assist, promote or deter union organizing. This restriction shall be subject to the definitions and exclusions found in Government Code Sections [16645\(a\)](#) through [\(e\)](#), [16446](#) and [16647](#), as of January 1, 2002.

City staff may enforce this chapter by awaiting citizen complaints. Nothing herein shall be construed as a promise by the City to actively monitor contractor compliance.

2.72.140 Phase-in and transitional funding for nonprofits.

All 501(c) nonprofit organizations subject to the provisions of this chapter shall be exempted from its wage requirements for the first three years following its enactment.

The Sebastopol Municipal Code is current through Ordinance 1148, passed September 19, 2023.

Disclaimer: The City Clerk's Office has the official version of the Sebastopol Municipal Code. Users should contact the City Clerk's Office for ordinances passed subsequent to the ordinance cited above.

[City Website: www.ci.sebastopol.ca.us](http://www.ci.sebastopol.ca.us)

[Hosted by Code Publishing Company, A General Code Company.](#)

**Attachment 7:
City of Sebastopol Current Pay Rates, Ranges &
Stipend**



**CITY OF SEBASTOPOL
CURRENT PAY RATES, RANGES &
STIPEND
EFFECTIVE October 1, 2023**

**Approved by City Council
on October 3, 2023
Resolution No. 6554-2023**

RESOLUTION NUMBER: 6554-2023

CITY OF SEBASTOPOL

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEBASTOPOL APPROVING THE REVISED AND RECLASSIFIED THE CLASSIFICATION OF POLICE TECHNICIAN TO POLICE COMMUNITY SERVICES AND EVIDENCE TECHNICIAN JOB DESCRIPTION AND APPROVED RELATED CLASSIFICATION SPECIFICATION PAY RATES AND RANGES

WHEREAS, the City of Sebastopol maintains a classification plan that includes classification specifications for all positions within the City; and

WHEREAS, the City Council of the City of Sebastopol authorizes allocations for each position within the City as part of the annual budget process; and

WHEREAS, any substantive change to a classification specification or position allocation must be approved by the City Council; and

WHEREAS, the Police Department and the City desire to revise and reclassify the classification of Police Technician to Police Community Services and Evidence Technician and approve the related classification specification and pay range as listed in the attached public pay schedule; and

WHEREAS, the Council desires to authorize the City Manager to make the necessary personnel change and any non-substantive changes to the classification and related lists and schedules to affect the reclassification; and

WHEREAS, The Council approves an updated Publicly Available Pay Schedule to include the revised title and pay range; and

WHEREAS, California Public Employee's Retirement Law at Section 570.5 of the California Code of Regulations Title 2 requires the City Pay Rates and Ranges document published on the City's internet site to be approved, in its entirety, by the City Council each time a modification is made; and

WHEREAS, the City of Sebastopol and the Sebastopol Police Officers Association have discussed and concur with the proposed changes.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Sebastopol hereby:

1. Approves the retitled and revised classification of Police Community Services and Evidence Technician and the related classification specification and pay range as show in Exhibits A & B, attached hereto
2. Authorized the City Manager to make the necessary staff change and non-substantive changes to classifications, effective October 1, 2023.

Exhibits:

A: Classification Specification – Police Community Services and Evidence Technician

B: Publicly Available Pay Rates and Ranges Schedule

The above and foregoing Resolution was duly passed, approved, and adopted at a meeting by the City Council on the 3rd day of October 2023.

I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by the City of Sebastopol City Council by the following vote:

VOTE:

Ayes:	Councilmembers Maurer, McLewis, Zollman, Vice Mayor Rich and Mayor Hinton
Noes:	None
Absent:	None
Abstain:	None

APPROVED: 
 Mayor Neysa Hinton

ATTEST: 
 Mary Gourley, Assistant City Manager/City Clerk, MMC

APPROVED AS TO FORM: 
 Larry McLaughlin, City Attorney

CITY OF SEBASTOPOL - PAY RATES, RANGES & STIPEND

Job Classification	Group	Step	Hourly	Bi-Weekly	Monthly	Annually
City Council	N/A			N/A	\$ 300	\$ 3,600
MANAGEMENT						
City Manager City Attorney	Appointed	A	\$ 76.95	\$ 6,156	\$ 13,338	\$ 160,058
		B	\$ 80.79	\$ 6,463	\$ 14,004	\$ 168,045
		C	\$ 84.83	\$ 6,786	\$ 14,704	\$ 176,444
		D	\$ 89.07	\$ 7,126	\$ 15,439	\$ 185,270
		E	\$ 93.52	\$ 7,482	\$ 16,210	\$ 194,524
Assistant City Manager City Clerk	Appointed	A	\$ 71.58	\$ 5,727	\$ 12,408	\$ 148,891
		B	\$ 75.16	\$ 6,013	\$ 13,028	\$ 156,340
		C	\$ 78.92	\$ 6,313	\$ 13,679	\$ 164,148
		D	\$ 82.86	\$ 6,629	\$ 14,363	\$ 172,354
		E	\$ 87.01	\$ 6,961	\$ 15,081	\$ 180,974
Administrative Services Director	Unrepresented	A	\$ 69.60	\$ 5,568	\$ 12,064	\$ 144,774
		B	\$ 73.08	\$ 5,847	\$ 12,668	\$ 152,017
		C	\$ 76.74	\$ 6,139	\$ 13,301	\$ 159,618
		D	\$ 80.57	\$ 6,446	\$ 13,966	\$ 167,590
		E	\$ 84.60	\$ 6,768	\$ 14,665	\$ 175,976
City Clerk	Appointed	A	\$ 65.05	\$ 5,204	\$ 11,275	\$ 135,300
Finance Director	Unrepresented	B	\$ 68.29	\$ 5,463	\$ 11,837	\$ 142,048
		C	\$ 71.72	\$ 5,738	\$ 12,432	\$ 149,180
		D	\$ 75.31	\$ 6,025	\$ 13,054	\$ 156,643
		E	\$ 79.07	\$ 6,326	\$ 13,705	\$ 164,464
Building Official	Unrepresented	A	\$ 58.25	\$ 4,660	\$ 10,097	\$ 121,159
		B	\$ 61.16	\$ 4,892	\$ 10,600	\$ 127,204
		C	\$ 64.22	\$ 5,138	\$ 11,132	\$ 133,579
		D	\$ 67.43	\$ 5,395	\$ 11,688	\$ 140,257
		E	\$ 70.79	\$ 5,664	\$ 12,271	\$ 147,252
Engineering Director Planning Director	Unrepresented	A	\$ 65.39	\$ 5,231	\$ 11,335	\$ 136,016
		B	\$ 68.66	\$ 5,492	\$ 11,900	\$ 142,805
		C	\$ 72.09	\$ 5,767	\$ 12,496	\$ 149,951
		D	\$ 75.70	\$ 6,056	\$ 13,121	\$ 157,456
		E	\$ 79.48	\$ 6,358	\$ 13,777	\$ 165,318
Fire Chief	Unrepresented	A	\$ 66.05	\$ 5,284	\$ 11,449	\$ 137,393
		B	\$ 69.34	\$ 5,548	\$ 12,020	\$ 144,237
		C	\$ 72.82	\$ 5,826	\$ 12,622	\$ 151,466
		D	\$ 76.45	\$ 6,116	\$ 13,252	\$ 159,025
		E	\$ 80.28	\$ 6,422	\$ 13,915	\$ 166,984

CITY OF SEBASTOPOL - PAY RATES, RANGES & STIPEND

Job Classification	Group	Step	Hourly	Bi-Weekly	Monthly	Annually
MANAGEMENT						
Police Chief	Unrepresented	A	\$ 67.20	\$ 5,376	\$ 11,648	\$ 139,776
		B	\$ 70.56	\$ 5,644	\$ 12,230	\$ 146,757
		C	\$ 74.08	\$ 5,927	\$ 12,841	\$ 154,096
		D	\$ 77.79	\$ 6,223	\$ 13,484	\$ 161,807
		E	\$ 81.68	\$ 6,535	\$ 14,159	\$ 169,904
Public Works Superintendent	Unrepresented	A	\$ 63.74	\$ 5,099	\$ 11,048	\$ 132,574
		B	\$ 66.92	\$ 5,353	\$ 11,599	\$ 139,183
		C	\$ 70.26	\$ 5,621	\$ 12,179	\$ 146,151
		D	\$ 73.78	\$ 5,902	\$ 12,789	\$ 153,463
		E	\$ 77.47	\$ 6,197	\$ 13,428	\$ 161,132

CITY OF SEBASTOPOL - PAY RATES, RANGES & STIPEND

Job Classification	Group	Step	Hourly	Bi-Weekly	Monthly	Annually
MID-MANAGEMENT						
Assistant Public Works Superintendent Engineering Manager	Unrepresented	A	\$ 50.68	\$ 4,054	\$ 8,784	\$ 105,407
		B	\$ 53.21	\$ 4,256	\$ 9,222	\$ 110,667
		C	\$ 55.87	\$ 4,469	\$ 9,683	\$ 116,202
		D	\$ 58.65	\$ 4,692	\$ 10,167	\$ 121,999
		E	\$ 61.59	\$ 4,927	\$ 10,676	\$ 128,113
Fire Engineer	Unrepresented	A	\$ 35.77	\$ 2,862	\$ 6,201	\$ 74,411
		B	\$ 37.56	\$ 3,005	\$ 6,511	\$ 78,129
		C	\$ 39.44	\$ 3,155	\$ 6,835	\$ 82,026
		D	\$ 41.41	\$ 3,313	\$ 7,177	\$ 86,129
		E	\$ 43.48	\$ 3,478	\$ 7,537	\$ 90,439
Principal Civil Engineer	Unrepresented	A	\$ 59.12	\$ 4,730	\$ 10,248	\$ 122,976
		B	\$ 69.16	\$ 5,533	\$ 11,988	\$ 143,851
		C	\$ 72.61	\$ 5,809	\$ 12,587	\$ 151,039
		D	\$ 76.25	\$ 6,100	\$ 13,217	\$ 158,599
		E	\$ 80.06	\$ 6,405	\$ 13,877	\$ 166,530
Senior Civil Engineer	Unrepresented	A	\$ 52.44	\$ 4,195	\$ 9,089	\$ 109,068
		B	\$ 61.34	\$ 4,907	\$ 10,632	\$ 127,589
		C	\$ 64.41	\$ 5,152	\$ 11,164	\$ 133,965
		D	\$ 67.62	\$ 5,410	\$ 11,721	\$ 140,657
		E	\$ 71.01	\$ 5,681	\$ 12,308	\$ 147,693
Police Captain	Unrepresented	A	\$ 61.22	\$ 4,898	\$ 10,612	\$ 127,342
		B	\$ 64.28	\$ 5,143	\$ 11,142	\$ 133,709
		C	\$ 67.50	\$ 5,400	\$ 11,700	\$ 140,394
		D	\$ 70.87	\$ 5,670	\$ 12,284	\$ 147,414
		E	\$ 74.42	\$ 5,953	\$ 12,899	\$ 154,784
Police Lieutenant	Unrepresented	A	\$ 56.24	\$ 4,499	\$ 9,748	\$ 116,973
		B	\$ 59.06	\$ 4,725	\$ 10,237	\$ 122,839
		C	\$ 62.01	\$ 4,961	\$ 10,748	\$ 128,980
		D	\$ 65.10	\$ 5,208	\$ 11,284	\$ 135,411
		E	\$ 68.36	\$ 5,469	\$ 11,850	\$ 142,199

CITY OF SEBASTOPOL - PAY RATES, RANGES & STIPEND

Job Classification	Group	Step	Hourly	Bi-Weekly	Monthly	Annually
MISCELLANEOUS						
Accountant Analyst (Confidential)	Unrepresented	A	\$ 43.48	\$ 3,478	\$ 7,537	\$ 90,439
		B	\$ 45.66	\$ 3,653	\$ 7,914	\$ 94,969
		C	\$ 47.94	\$ 3,835	\$ 8,310	\$ 99,720
		D	\$ 50.34	\$ 4,027	\$ 8,725	\$ 104,704
		E	\$ 52.85	\$ 4,228	\$ 9,161	\$ 109,937
Accountant	SEIU	A	\$ 39.54	\$ 3,163	\$ 6,854	\$ 82,243
		B	\$ 41.51	\$ 3,321	\$ 7,196	\$ 86,349
		C	\$ 43.59	\$ 3,487	\$ 7,556	\$ 90,667
		D	\$ 45.77	\$ 3,661	\$ 7,933	\$ 95,197
		E	\$ 48.06	\$ 3,845	\$ 8,330	\$ 99,965
Associate Planner	SEIU	A	\$ 42.63	\$ 3,410	\$ 7,389	\$ 88,663
		B	\$ 44.87	\$ 3,590	\$ 7,778	\$ 93,331
		C	\$ 47.23	\$ 3,779	\$ 8,187	\$ 98,246
		D	\$ 49.72	\$ 3,978	\$ 8,619	\$ 103,424
		E	\$ 52.34	\$ 4,187	\$ 9,072	\$ 108,863
Assistant Planner	SEIU	A	\$ 38.95	\$ 3,116	\$ 6,751	\$ 81,007
Junior Accountant		B	\$ 40.90	\$ 3,272	\$ 7,089	\$ 85,069
Management Analyst		C	\$ 42.94	\$ 3,435	\$ 7,442	\$ 89,310
Administrative Technician		D	\$ 45.08	\$ 3,607	\$ 7,814	\$ 93,771
		E	\$ 47.34	\$ 3,787	\$ 8,206	\$ 98,467
Administrative Assistant	SEIU	A	\$ 29.46	\$ 2,357	\$ 5,106	\$ 61,275
		B	\$ 30.93	\$ 2,474	\$ 5,361	\$ 64,332
		C	\$ 32.48	\$ 2,598	\$ 5,629	\$ 67,554
		D	\$ 34.10	\$ 2,728	\$ 5,911	\$ 70,927
		E	\$ 35.81	\$ 2,865	\$ 6,208	\$ 74,494
Account Clerk I	SEIU	A	\$ 25.22	\$ 2,017	\$ 4,371	\$ 52,449
		B	\$ 26.47	\$ 2,118	\$ 4,589	\$ 55,065
		C	\$ 27.80	\$ 2,224	\$ 4,819	\$ 57,832
		D	\$ 29.19	\$ 2,335	\$ 5,059	\$ 60,710
		E	\$ 30.65	\$ 2,452	\$ 5,313	\$ 63,753
Account Clerk II	SEIU	A	\$ 31.43	\$ 2,515	\$ 5,448	\$ 65,378
		B	\$ 33.01	\$ 2,641	\$ 5,722	\$ 68,669
		C	\$ 34.67	\$ 2,774	\$ 6,009	\$ 72,112
		D	\$ 36.39	\$ 2,911	\$ 6,308	\$ 75,692
		E	\$ 38.22	\$ 3,058	\$ 6,625	\$ 79,506
Office Assistant	SEIU	A	\$ 22.53	\$ 1,803	\$ 3,906	\$ 46,872
		B	\$ 23.65	\$ 1,892	\$ 4,100	\$ 49,199
		C	\$ 24.84	\$ 1,987	\$ 4,305	\$ 51,664
		D	\$ 26.09	\$ 2,087	\$ 4,522	\$ 54,266
		E	\$ 27.40	\$ 2,192	\$ 4,749	\$ 56,993

CITY OF SEBASTOPOL - PAY RATES, RANGES & STIPEND

Job Classification	Group	Step	Hourly	Bi-Weekly	Monthly	Annually
Permit Technician	SEIU	A	\$ 35.41	\$ 2,832	\$ 6,137	\$ 73,644
Planning Technician		B	\$ 37.18	\$ 2,974	\$ 6,444	\$ 77,326
		C	\$ 39.04	\$ 3,123	\$ 6,766	\$ 81,195
		D	\$ 40.99	\$ 3,279	\$ 7,104	\$ 85,251
		E	\$ 43.04	\$ 3,443	\$ 7,460	\$ 89,519
	Senior Administrative Assistant	SEIU	A	\$ 34.27	\$ 2,741	\$ 5,939
		B	\$ 35.97	\$ 2,878	\$ 6,235	\$ 74,824
		C	\$ 37.77	\$ 3,021	\$ 6,546	\$ 78,556
		D	\$ 39.65	\$ 3,172	\$ 6,873	\$ 82,480
		E	\$ 41.65	\$ 3,332	\$ 7,219	\$ 86,625

CITY OF SEBASTOPOL - PAY RATES, RANGES & STIPEND

Job Classification	Group	Step	Hourly	Bi-Weekly	Monthly	Annually
POLICE PERSONNEL						
Police Technician	SPOA	A	\$ 25.85	\$ 2,068	\$ 4,481	\$ 53,770
		B	\$ 27.14	\$ 2,171	\$ 4,703	\$ 56,442
		C	\$ 28.49	\$ 2,279	\$ 4,939	\$ 59,265
		D	\$ 29.93	\$ 2,394	\$ 5,188	\$ 62,253
		E	\$ 31.42	\$ 2,513	\$ 5,446	\$ 65,351
Police Community Services and Evidence Technician	SPOA	A	\$ 28.57	\$ 2,286	\$ 4,952	\$ 59,426
		B	\$ 30.00	\$ 2,400	\$ 5,200	\$ 62,400
		C	\$ 31.50	\$ 2,520	\$ 5,460	\$ 65,520
		D	\$ 33.07	\$ 2,646	\$ 5,732	\$ 68,786
		E	\$ 34.73	\$ 2,778	\$ 6,020	\$ 72,238
Police Dispatcher	SPOA	A	\$ 31.04	\$ 2,483	\$ 5,380	\$ 64,566
		B	\$ 32.60	\$ 2,608	\$ 5,651	\$ 67,815
		C	\$ 34.23	\$ 2,739	\$ 5,934	\$ 71,203
		D	\$ 35.94	\$ 2,875	\$ 6,230	\$ 74,755
		E	\$ 37.74	\$ 3,019	\$ 6,542	\$ 78,501
Police Records & Support Services Manager	SPOA	A	\$ 37.11	\$ 2,968	\$ 6,432	\$ 77,179
		B	\$ 38.96	\$ 3,117	\$ 6,753	\$ 81,034
		C	\$ 40.91	\$ 3,272	\$ 7,090	\$ 85,083
		D	\$ 42.95	\$ 3,436	\$ 7,445	\$ 89,337
		E	\$ 45.10	\$ 3,608	\$ 7,817	\$ 93,799
Police Officer	SPOA	A	\$ 40.63	\$ 3,251	\$ 7,043	\$ 84,518
		B	\$ 42.67	\$ 3,413	\$ 7,395	\$ 88,745
		C	\$ 44.79	\$ 3,583	\$ 7,764	\$ 93,165
		D	\$ 47.04	\$ 3,763	\$ 8,154	\$ 97,847
		E	\$ 49.39	\$ 3,951	\$ 8,561	\$ 102,735
Police Sergeant	SPOA	A	\$ 47.48	\$ 3,798	\$ 8,230	\$ 98,756
		B	\$ 49.85	\$ 3,988	\$ 8,640	\$ 103,685
		C	\$ 52.34	\$ 4,187	\$ 9,072	\$ 108,863
		D	\$ 54.96	\$ 4,397	\$ 9,526	\$ 114,315
		E	\$ 57.71	\$ 4,617	\$ 10,002	\$ 120,030

CITY OF SEBASTOPOL - PAY RATES, RANGES & STIPEND

Job Classification	Group	Step	Hourly	Bi-Weekly	Monthly	Annually
SEIU PHYSICAL FIELD PERSONNEL						
Laborer	SEIU	A	\$ 21.33	\$ 1,706	\$ 3,697	\$ 44,366
		B	\$ 22.40	\$ 1,792	\$ 3,882	\$ 46,583
		C	\$ 23.51	\$ 1,881	\$ 4,076	\$ 48,910
		D	\$ 24.69	\$ 1,975	\$ 4,280	\$ 51,361
		E	\$ 25.92	\$ 2,074	\$ 4,493	\$ 53,922
Maintenance Worker I	SEIU	A	\$ 26.08	\$ 2,086	\$ 4,520	\$ 54,239
		B	\$ 27.37	\$ 2,190	\$ 4,745	\$ 56,937
		C	\$ 28.74	\$ 2,300	\$ 4,982	\$ 59,788
		D	\$ 30.18	\$ 2,414	\$ 5,231	\$ 62,776
		E	\$ 31.69	\$ 2,535	\$ 5,493	\$ 65,915
Maintenance Worker II	SEIU	A	\$ 33.27	\$ 2,661	\$ 5,766	\$ 69,192
		B	\$ 34.93	\$ 2,795	\$ 6,055	\$ 72,662
		C	\$ 36.67	\$ 2,934	\$ 6,357	\$ 76,284
		D	\$ 38.51	\$ 3,081	\$ 6,675	\$ 80,098
		E	\$ 40.44	\$ 3,235	\$ 7,009	\$ 84,105
Maintenance Worker III	SEIU	A	\$ 38.87	\$ 3,110	\$ 6,738	\$ 80,855
Senior Parks & Facilities Maintenance Worker III		B	\$ 40.81	\$ 3,265	\$ 7,074	\$ 84,890
C		\$ 42.86	\$ 3,429	\$ 7,429	\$ 89,145	
D		\$ 45.00	\$ 3,600	\$ 7,799	\$ 93,592	
E		\$ 47.24	\$ 3,779	\$ 8,188	\$ 98,260	
Senior Maintenance Worker	SEIU	A	\$ 39.85	\$ 3,188	\$ 6,908	\$ 82,893
		B	\$ 41.85	\$ 3,348	\$ 7,253	\$ 87,038
		C	\$ 43.94	\$ 3,515	\$ 7,616	\$ 91,389
		D	\$ 46.13	\$ 3,690	\$ 7,996	\$ 95,947
		E	\$ 48.44	\$ 3,875	\$ 8,396	\$ 100,752
Senior Maintenance Worker-Water System Treatment Operator	SEIU	A	\$ 40.65	\$ 3,252	\$ 7,045	\$ 84,546
Senior Maintenance Worker-Sanitary Sewer System Operator		B	\$ 42.68	\$ 3,414	\$ 7,398	\$ 88,773
C		\$ 44.82	\$ 3,585	\$ 7,768	\$ 93,220	
D		\$ 47.05	\$ 3,764	\$ 8,155	\$ 97,861	
E		\$ 49.41	\$ 3,952	\$ 8,564	\$ 102,763	

CITY OF SEBASTOPOL - PAY RATES, RANGES

Job Classification	Amount	Hourly	Monthly
TEMPORARY/SEASONAL UNCLASSIFIED POSITIONS			
Living Wage - Per Ordinance		\$ 21.25	
Laborer		\$ 21.25	
Maintenance Assistant		\$ 21.25	
Office Assistant		\$ 21.25	
Per Diem Police Dispatcher Trainee		\$ 21.25	
Police Aide Trainee		\$ 21.25	
Video Recording Operator		\$ 21.25	
City Attorney			\$ 7,790
Part-time City Engineer		\$ 50.00	
Account Clerk (Temporary)		\$ 30.65	
Interim Professional - Temporary Staff	\$30 - \$60		
Per Diem Police Dispatcher ¹		\$ 35.94	
Police Reserve Officer ²		\$ 40.63	
Police Officer Trainee ³		\$ 32.51	

¹ Based on Dispatcher Step D hourly rate without benefits or pay incentives

² Based on Police Officer Step A hourly rate without benefits or pay incentives

³ Based on Police Officer Step A hourly rate less 20% with benefits

CITY OF SEBASTOPOL - PAY RATES, RANGES & STIPEND

VOLUNTEER FIREFIGHTER STIPEND	Amount
Emergency Call-Out	\$ 15.00
Extended On Scene (Overtime)	\$ 20.00
Firefighter Drill	\$ 15.00
Captain Drill	\$ 18.00
Volunteer Assistant Chief Drill	\$ 20.00
Captain Weekend Standby	\$ 500.00
Shift Pay	\$ 200.00

Attachment 8: Evaluation Criteria

SEBASTOPOL RFP DRAFT EVALUATION CRITERIA

MAXIMUM
POSSIBLE
POINTS

1	SERVICE RATES & VALUE	30
<i>a</i>	Proposed Single Family Residential Service Rate weighted rank.	
<i>b</i>	Proposed Multi-Family Residential Service Rate weighted rank.	
<i>c</i>	Proposed Commercial Service Rate weighted rank.	
<i>d</i>	Overall value of proposed service at proposed Service Rates.	
2	QUALITY OF SERVICE & REFERENCES	18
<i>a</i>	Quality of service performance in the City and in reference communities, especially with respect to service issues like missed pickups and cooperative approaches to providing data and developing new programs, as well as litigation history.	
<i>b</i>	Proven successful operations of recyclable material and organic waste programs that achieve high participation levels in diversion programs.	
<i>c</i>	Demonstrated expertise in designing and using data management systems to assure accurate data collection, analysis, and reporting.	
<i>d</i>	Quality of service performance in the City and in reference communities, especially with respect to service issues like missed pickups and cooperative approaches to providing data and developing new programs, as well as litigation history.	
3	SUSTAINABILITY	18
<i>a</i>	Demonstrated ability to support City efforts to mitigate environmental and infrastructural impacts of solid waste collection, including, but not limited to, reducing vehicle miles travelled (VMT), air pollution (GHG), and damage to City roadways.	
<i>b</i>	Proposed approach to facilitating City’s implementation of its Climate Action Framework , Zero Waste goals , and associated environmental initiatives.	
<i>c</i>	Approach to the use of alternative fuels in collection vehicle fleet, in a blend consistent with EPA and Department of Energy standards for alternative fuels, and approach to the implementation of CARB’s ACF regulations.	
<i>d</i>	Internal sustainability programs (use of local vendors, innovative “green” approach to providing services, corporate sustainability, etc.).	

4	PROPOSED SERVICES, IMPROVEMENTS, & TECHNOLOGY	13
<i>a</i>	Proposed approach to service transition that minimizes disruption to the community and involves a clear and efficient implementation schedule.	
<i>b</i>	Proven ability to decrease waste and increase recovery of waste materials via creative solutions.	
<i>c</i>	Proposed recyclables processing facility(ies) is/are fully permitted, have sufficient processing capacity, demonstrate reasonable residual percentages, and located such that they do not lead to excessive VMT.	
<i>d</i>	Proposed approach to route operations, collection vehicles, and collection containers.	
<i>e</i>	Proven ability to meet regulatory requirements, including all state and local recycling and organics diversion requirements, and to provide City with required reports and data (annual report, tonnage, SB 54, AB 341, AB 1826, etc.).	
<i>e</i>	Proven ability to use technology to innovate and provide value above and beyond the basic standards for service included in the RFP and Agreement, including but not limited to the ability to easily and transparently share data with the City and to the public.	
<i>f</i>	Proposed approach to providing vehicles equipped with technology to provide service verification and GPS tracking, and City's access to such collected information.	
5	COMMUNITY EMPLOYMENT & PARTNERSHIP	8
<i>a</i>	Demonstrated experience fostering and supporting the well-being of the City in direct and collaborative partnership with the City.	
<i>c</i>	Demonstrated approach to local hiring, including specifics about compliance with displaced employee hiring requirement, competitive benefits, a commitment to equity, and a willingness to engage in discussions with organized labor.	
<i>d</i>	Proven ability to engage in proactive communications with City staff and partners.	
<i>f</i>	Proven commitment to employee on-the-job safety, as well as to a Vision Zero approach to vehicle safety.	
6	COMMUNICATION, OUTREACH, & CUSTOMER SERVICE	8
<i>a</i>	Proposed approach to providing effective and innovative educational outreach materials to all customers to increase participation in diversion programs and reduce contamination of collected organic waste and recyclable materials.	
<i>b</i>	Proven responsiveness to customers, including but not limited to excellent customer communications, follow-up, follow-through, and ability to listen to customer feedback.	

7	FINANCIAL ABILITY & INTEGRITY	5
<i>a</i>	Financial review, including a review of key financial indicators, outstanding debt and debt coverage ratios, ability to finance capital purchases and needed start-up investments in equipment.	
<i>b</i>	Proposer’s capacity and plans for responding to fluctuations in the value of recyclable material markets.	
<i>c</i>	Demonstrated approach to prevention and identification of internal fraud, corruption, and/or financial malfeasance.	
TOTAL POSSIBLE PROPOSAL EVALUATION SCORE		100

**Attachment 9:
Existing Collection Services Agreement Between the
City of Sebastopol and Recology Sonoma Marin,
Including Amendments**

COLLECTION SERVICES AGREEMENT
BETWEEN
THE CITY OF SEBASTOPOL
AND
REDWOOD EMPIRE DISPOSAL, INC.

FOR

SOLID WASTE, RECYCLABLE &
COMPOSTABLE MATERIALS COLLECTION
AND
STREET SWEEPING SERVICES

DECEMBER 5, 2008

TABLE OF CONTENTS

LIST OF EXHIBITS X
ARTICLE 1. DEFINITIONS 1
1.1 AGREEMENT 1
1.2 BILLINGS 1
1.3 BIN(S) 1
1.4 BIN SERVICE 1
1.5 BULKY ITEM 1
1.6 CART(S) 1
1.7 CART SERVICE 2
1.8 CITY 2
1.9 COLLECTION 2
1.10 COMMERCIAL BUSINESS 2
1.11 COMPACTOR 2
1.12 COMPLAINT 2
1.13 COMPOSTABLE CONTAINER 2
1.14 COMPOSTABLE MATERIALS 2
1.15 COMPOSTING FACILITY 3
1.16 CONTRACTOR 3
1.17 CONSTRUCTION AND DEMOLITION DEBRIS (C&D DEBRIS) 3
1.18 CURBSIDE 3
1.19 DEBRIS BOX 3
1.20 DELIVERY 3
1.21 DESIGNATED WASTE 3
1.22 DISPOSAL (OR DISPOSE) 3
1.23 DISPOSAL SITE(S) 3
1.24 EXTRAS 4
1.25 FRANCHISE FEE 4
1.26 GENERATOR 4

1.27 GROSS REVENUES.....4
1.28 HANDLING.....4
1.29 HAZARDOUS SUBSTANCE4
1.30 HAZARDOUS WASTE.....5
1.31 HOUSEHOLD HAZARDOUS WASTE5
1.32 INDUSTRIAL5
1.33 INFECTIOUS WASTE5
1.34 LEGISLATION5
1.35 MULTI-FAMILY RESIDENTIAL COMPLEX.....5
1.36 OCCUPANT5
1.37 OWNER.....5
1.38 PERSON5
1.39 PREMISES6
1.40 PROCESSING.....6
1.41 PROCESSING FACILITY.....6
1.42 RECYCLING CONTAINER.....6
1.43 RECYCLABLE MATERIALS (ALSO "RECYCLABLES").....6
1.44 RECYCLING.....6
1.45 REFUSE.....6
1.46 ROLL-OFF/COMPACTOR REFUSE SERVICE.....7
1.47 ROLL-OFF CONTAINER7
1.47 SINGLE-FAMILY RESIDENCE7
1.48 SMALL COMMERCIAL GENERATOR.....7
1.49 SOURCE SEPARATED CONSTRUCTION AND DEMOLITION (C&D) MATERIALS.....7
1.50 TEMPORARY DEBRIS BOX SERVICE7
1.51 TERM.....7
1.52 TRANSFER STATION.....8
1.53 TRANSPORTATION8
1.54 WHITE GOODS8

ARTICLE 2. REPRESENTATIONS AND WARRANTIES OF THE CONTRACTOR.....9

2.1 CORPORATE STATUS9

2.2 CORPORATE AUTHORIZATION (OR PARTNERSHIP, ASSOCIATION OR JOINT VENTURE AUTHORIZATION)9

2.3 AGREEMENT WILL NOT CAUSE BREACH.....9

2.4 NO LITIGATION9

2.5 NO ADVERSE JUDICIAL DECISIONS9

2.6 ABILITY TO PERFORM.....10

ARTICLE 3. TERM OF AGREEMENT.....11

3.1 EFFECTIVE DATE11

3.2 CONDITIONS TO EFFECTIVENESS OF AGREEMENT11

 3.2.1 Accuracy of Representations..... 11

 3.2.2 Absence of Litigation 11

 3.2.3 Effectiveness of City Council Action..... 11

3.3 TERM.....11

3.4 OPTION TO EXTEND TERM11

ARTICLE 4. SCOPE OF AGREEMENT12

4.1 SCOPE OF AGREEMENT.....12

4.2 LIMITATIONS TO SCOPE.....12

ARTICLE 5. COLLECTION SERVICES14

5.1 GENERAL.....14

5.2 REFUSE SERVICES.....14

 5.2.1 Single-Family Residential Refuse Service..... 14

 5.2.2 Multi-Family Complex Refuse Service..... 14

 5.2.3 Commercial Refuse Service 14

5.3 RECYCLING SERVICES15

 5.3.1 Single-Family Residential Recycling Service 15

 5.3.2 Multi-Family Complex Recycling Service..... 15

 5.3.3 Commercial Recycling Program..... 15

5.4 COMPOSTABLE MATERIALS PROGRAM.....16

 5.4.1 Single-Family Residential Compostable Materials Program..... 16

5.5 USED MOTOR OIL COLLECTION PROGRAM16

 5.5.1 *Single Family Residences*16

 5.5.1 *Multi-Family Residences*16

5.6 CHRISTMAS TREE DROPOFF17

5.7 HOUSEHOLD ALKALINE BATTERY RECYCLING PROGRAM17

5.8 BULKY ITEM COLLECTION PROGRAM.....17

5.9 CLEAN UP BIN SERVICE17

5.10 CITY FACILITIES18

5.11 COLLECTION FROM CITY SPONSORED EVENTS.....18

5.12 REMOVAL OF HAZARDOUS WASTE.....18

5.13 TRANSPORTATION OF REFUSE, RECYCLABLE MATERIALS AND COMPOSTABLE MATERIALS.....18

5.14 PROCESSING OF REFUSE, RECYCLABLE MATERIALS, AND COMPOSTABLE MATERIALS...18

5.15 COLLECTION STANDARDS19

 5.15.1 *Care of Private Property*19

 5.15.2 *Litter Abatement*.....19

 5.15.3 *Hours of Collection*.....19

 5.15.4 *Noise*19

 5.15.5 *Holiday Collection Schedule*.....19

5.16 VEHICLES20

 5.16.1 *General*20

 5.16.2 *Specifications*20

 5.16.3 *Vehicle Identification*.....20

 5.16.4 *Inventory*.....20

 5.16.5 *Cleaning and Maintenance*.....20

 5.16.6 *Operation*.....20

5.17 CONTAINERS21

 5.17.1 *General*21

 5.17.2 *Refuse Cart Containers*.....21

 5.17.3 *Refuse Bin Containers*.....22

 5.17.4 *Recycling Containers*.....22

5.17.5 Compostable Materials Cart Service Containers 22

5.17.6 Repair and Replacement 23

5.18 EDUCATION AND RECYCLING/RE-USE SUPPORT 23

5.18.1 New Customer Start Up Packet 23

5.18.2 Informational Newsletters 23

5.18.3 Ongoing Education and Outreach 23

5.19 PERSONNEL 24

5.19.1 General 24

5.19.2 Driver Qualifications 24

5.19.3 Safety Training 24

5.19.4 No Gratuities 24

5.19.5 Employee Conduct and Courtesy 25

5.19.6 Provision of Field Supervision 25

5.19.7 Customer Service/Billing Liaison 25

ARTICLE 6. STREET SWEEPING SERVICES 26

6.1 Street Sweeping Methodology 26

6.2 Street Sweeping Equipment 26

6.3 Operator Responsibilities 27

ARTICLE 7. OTHER RELATED SERVICES AND STANDARDS 28

7.1 BILLING 28

7.1.1 Charges and Rates 28

7.1.2 Production of Invoices 28

7.1.3 Partial Month Service 28

7.1.4 Past Due Accounts 28

7.1.5 Annual Prepayment 29

7.2 SERVICE RATE ELEMENTS 29

7.3 ADJUSTMENTS TO MAXIMUM COLLECTION SERVICE RATES 29

7.3.1 Adjustment to Collection Component 29

7.3.2 RRI Adjustment 29

7.3.3 *Adjustment to Disposal Component*.....30

7.3.4 *Disposal Element rate Adjustments*.....31

7.3 ADJUSTMENTS TO MAXIMUM COLLECTION SERVICE RATES31

ARTICLE 8. RECORDS.....32

8.1 GENERAL.....32

8.1.1 *Refuse Records*.....32

8.1.2 *Recyclable Materials and Compostable Materials Collection Service Records*33

8.1.3 *Transfer and Disposal Records*33

8.2 REPORTS33

8.2.1 *General*33

8.3 ANNUAL REPORTS34

8.3.1 *Annual Report Requirements*34

8.4 FINANCIAL INFORMATION.....34

8.5 DIVERSION PROGRAMS.....35

8.6 RIGHT TO INSPECT RECORDS35

8.7 INSPECTION BY CITY35

8.8 PUBLIC/CUSTOMER SERVICE AND ACCESSIBILITY.....35

8.8.1 *Office Location*.....35

8.8.2 *Office Hours*.....35

8.8.3 *Availability of Representatives*35

8.8.4 *Telephone*.....36

8.9 TITLE TO REFUSE.....36

8.10 NON-DISCRIMINATION36

8.11 REPORT OF ACCUMULATION OF REFUSE; UNAUTHORIZED DUMPING.....36

ARTICLE 9. FRANCHISE FEE, AB 939 AND OTHER FEES36

9.1 FRANCHISE FEE.....37

9.2 OTHER FEES37

9.3 ADJUSTMENT TO FEES.....37

ARTICLE 10. INDEMNITY, INSURANCE, FAITHFUL PERFORMANCE.....38

10.1 AB 939 INDEMNIFICATION38

10.2 INSURANCE.....38

 10.2.1 Minimum Scope of Insurance.....38

 10.2.2 Minimum Limits of Insurance.....38

 10.2.3 Deductibles and Self-Insured Retentions.....38

 10.2.4 Other Insurance Provisions.....39

 10.2.5 Acceptability of Insurers.....39

 10.2.6 Verification of Coverage.....39

 10.2.7 Required Endorsements.....40

ARTICLE 11. DEFAULT AND REMEDIES.....41

 11.1 EVENTS OF DEFAULT.....42

 11.2 RIGHT TO TERMINATE UPON DEFAULT.....42

 11.3 POSSESSION OF PROPERTY UPON TERMINATION.....42

 11.4 CITY'S REMEDIES CUMULATIVE; SPECIFIC PERFORMANCE.....42

 11.5 LIQUIDATED DAMAGES.....43

 11.6 EXCUSE FROM PERFORMANCE.....43

 11.7 RIGHT TO DEMAND ASSURANCES OF PERFORMANCE.....44

ARTICLE 12. OTHER AGREEMENTS OF THE PARTIES.....45

 12.1 RELATIONSHIP OF PARTIES.....45

 12.2 COMPLIANCE WITH LAW.....69

 12.3 GOVERNING LAW.....45

 12.4 JURISDICTION.....45

 12.5 GUARANTY OF CONTRACTOR'S PERFORMANCE.....45

 12.6 ASSIGNMENT.....45

 12.7 SUBCONTRACTING.....46

 12.8 BINDING ON SUCCESSORS.....46

 12.9 TRANSITION TO NEXT CONTRACTOR.....46

 12.10 PARTIES IN INTEREST.....46

 12.11 WAIVER.....47

 12.14 NOTICE.....47

 12.15 REPRESENTATIVES OF THE PARTIES.....47

LIST OF EXHIBITS

- A City Service Locations
- B Battery Bucket Locations
- C City-Sponsored Events
- D Recyclable Materials
- E Contractor's Holiday List
- F Street Sweeping Maps
- G Refuse Rate Financial Statement Form
- H Rate Schedule
- I Bulky Item Rate Sheet
- J. VehicleInventory

1 **ARTICLE 1.**
2 **DEFINITIONS**

3
4 For purposes of this Agreement, unless a different meaning is clearly required, the
5 following terms shall have the following meanings and be capitalized throughout this
6 Agreement:

7 **1.1 AGREEMENT**

8 "Agreement" means this Collection Services Agreement between the City and
9 Contractor, for Collection and Transportation of Refuse and Compostable Materials to a
10 City designated Disposal Site or Composting Facility and Collection and Processing of
11 Recyclable Materials, including all exhibits, and any future amendments hereto.

12 **1.2 BILLING**

13 "Billing" means any and all statements of charges for services rendered,
14 howsoever made, described or designated by City or Contractor, to Owners or Occupants
15 of property, including residential property and commercial, Industrial, and institutional
16 property, serviced by Contractor for the Collection of Refuse, Recyclable Materials, and
17 Compostable Materials.

18 **1.3 BIN(S)**

19 "Bin(s)" means a metal container with hinged lids and wheels serviced by a front-
20 end loading truck with a capacity of 1 to 6 cubic yards.

21 **1.4 BIN SERVICE**

22 "Bin Service" means that service provided to Commercial Businesses, Multi-
23 Family Complexes, or Single-Family Residences generating large volumes of Refuse
24 and which place that Refuse in a Bin or Bins.

25 **1.5 BULKY ITEM**

26 "Bulky Item" means unwanted household appliances, furniture, tires, carpet,
27 mattresses, and similar large items, which require special Handling due to their size, but
28 can be collected without the assistance of special loading equipment (such as forklifts or
29 cranes) and without violating vehicle load limits. It does not include abandoned
30 automobiles.

31 **1.6 CART(S)**

32 "Cart(s)" means a City-approved plastic container with a hinged lid and wheels
33 serviced by an automated or semi-automated loading truck with varying capacities of
34 twenty (20), thirty (30), sixty (60), or ninety (90) gallons or their equivalents.

35 **1.7 CART SERVICE**

36 "Cart Service" means that service provided to Single-Family Residences, Multi-
37 Family Residential Complexes, and Commercial Businesses which places Refuse and/or
38 Recyclable Materials and/or Compostable Materials in Carts.

1 **1.8 CITY**

2 "City" means the City of Sebastopol, a municipal corporation, and all the territory
3 lying within the municipal boundaries of the City as presently existing or as such
4 boundaries may be modified during the Term.

5 **1.9 CLEAN UP BIN**

6 "Clean up Bin(s)" means a metal container with hinged lids and wheels serviced
7 by a front-end loading truck with a capacity of 1 to 6 cubic yards provided on a
8 temporary basis to any Generator requiring additional service on a temporary basis to
9 facilitate a clean up or special event.

10 **1.10 COLLECTION**

11 "Collection" means the removal and transportation of Refuse from the place
12 where it was generated to a Disposal Site and/or the removal and Transportation of
13 Recyclable or Compostable Materials from the place where they were generated to a
14 Processing Facility.

15 **1.11 COMMERCIAL BUSINESS**

16 "Commercial Business" means any business property upon which business
17 activity is conducted, including but not limited to retail sales, services, wholesale
18 operations, manufacturing and Industrial operations, but excluding businesses conducted
19 upon residential property which are permitted under applicable zoning regulations and
20 are not the primary use of the property.

21 **1.12 COMPACTOR**

22 "Compactor" means a mechanical apparatus that compresses materials.
23 Compactors include but are not limited to 2- to 4-yard Bin Compactors serviced by
24 front-end loader trucks and 6- to 40-yard Debris Boxes serviced by roll-off trucks.

25 **1.13 COMPLAINT**

26 "Complaint" means written or orally communicated statements made by
27 members of the public, customers of the Contractor, or officers, employees or agents of
28 City alleging non-performance or deficiencies in performance of Contractor's duties and
29 obligations under this Agreement, or otherwise alleging a violation by Contractor of the
30 provisions of this Agreement.

31 **1.14 COMPOSTABLE CONTAINER**

32 "Compostable Container" means a Cart or Bin used by a Generator to store and
33 contain Compostable Materials Collection from a designated location.

34 **1.15 COMPOSTABLE MATERIALS**

35 "Compostable Materials" means grass cuttings, weeds, leaves, prunings,
36 branches, dead plants, brush, tree trimmings, and dead trees that may not exceed six (6)
37 inches in diameter and four (4) feet in length.
38 means materials that will decompose and/or putrefy. Compostable Materials may
39 include vegetable waste, fruit waste, grain waste, non-recyclable paper waste and yard
40 waste. Additional materials may be included upon mutual agreement.

1 No discarded material shall be considered to be Compostable Materials,
2 however, unless it is separated from Refuse and Recyclable Materials.

3 **1.16 COMPOSTING FACILITY**

4 "Composting Facility" means a facility designated by the City, which processes
5 Compostable Materials.

6 **1.17 CONTRACTOR**

7 "Contractor" means Redwood Empire Disposal, Inc., a corporation organized and
8 operating under the laws of the State of California and its officers, directors, employees,
9 agents, companies and subcontractors.

10 **1.18 CONSTRUCTION AND DEMOLITION DEBRIS (C&D DEBRIS)**

11 "Construction and Demolition Debris" means used or discarded construction
12 materials removed from residential, commercial, or Industrial Premises during the
13 construction or renovation of a structure. "Construction and Demolition Debris" may
14 include mixed components such as dirt, concrete, asphalt, and rebar, wood, roofing tile,
15 and concrete, or other such C&D materials.

16 **1.19 CURBSIDE (CURB)**

17 "Curbside" means the location of a container for pickup, not more than five (5)
18 feet from the street curb. Where no street curb exists, the location shall be within five (5)
19 feet from the outside edge of the street nearest the property's entrance.

20 **1.20 DEBRIS BOX**

21 "Debris Box" means an open-top metal container serviced by a roll-off truck with
22 a capacity of 6 to 40 cubic yards.

23 **1.21 DELIVERY**

24 "Delivery" means placement of Refuse, Recyclable Materials, or Compostable
25 Materials by a Generator in a container and at a location that is designated for
26 Collection.

27 **1.22 DESIGNATED WASTE**

28 "Designated Waste" means non-Hazardous Waste which may pose special
29 Disposal problems because of its potential to contaminate the environment and which
30 may be disposed of only in Class II Disposal Sites, or Class III Disposal Sites pursuant to
31 a variance issued by the California Department of Health Services. Designated Waste
32 consists of those substances classified as Designated Waste by the State of California, in
33 23 California Code of Regulations Section 2522.

34 **1.23 DISPOSAL (OR DISPOSE)**

35 "Disposal (or Dispose)" means the final disposition of Refuse collected by the
36 Contractor at a Disposal Site designated by City.

37 **1.24 DISPOSAL SITE(S)**

38 "Disposal Site(s)" means the facility or facilities designated by the City for the
39 Disposal of Refuse collected by the Contractor.

1 **1.25 EXTRAS**

2 "Extras" means services provided to customers in addition to their regular
3 service. Such services and their costs shall be approved by City in advance. A
4 temporary bin provided to a residential customer and extra bags of Refuse placed beside
5 multi-family carts are examples of Extras.

6 **1.26 FRANCHISE FEE**

7 "Franchise Fee" means the fee paid by Contractor to City for the right to hold the
8 exclusive franchise and the use of the public rights of way granted by this Agreement.

9 **1.27 GENERATOR**

10 "Generator" means any Person whose act or process produced Refuse,
11 Recyclable, or Compostable Materials.

12 **1.28 GROSS REVENUES**

13 "Gross Revenues" means the total amount billed to customers by Contractor on
14 an accrual basis for a specified period of time for Refuse, Recyclable Materials, and
15 Compostable Materials services provided by Contractor. In this Agreement, Gross
16 Revenues are adjusted by subtracting bad debts for the specified period from Gross
17 Revenues to account for amounts included in Gross Revenues for a prior period, which
18 have been determined to be un-collectable in the specified period.

19 **1.29 HANDLING**

20 "Handling" means Collection and Transportation of Refuse and Compostable
21 Materials to a City designated Disposal Site or Composting Facility and Collection and
22 Processing of Recyclable Materials.

23 **1.30 HAZARDOUS SUBSTANCE**

24 "Hazardous Substance" means any of the following: (a) any substances defined,
25 regulated or listed (directly or by reference) as "Hazardous Substances," "hazardous
26 materials," "Hazardous Wastes," "toxic waste," "pollutant" or "toxic substances," or
27 similarly identified as hazardous to human health or the environment, in or pursuant to
28 (i) the Comprehensive Environmental Response, Compensation and Liability Act
29 (CERCLA) of 1980, 42 USC §9601 et seq. (CERCLA); (ii) the Hazardous Materials
30 Transportation Act, 49 USC §1802, et seq.; (iii) the Resource Conservation and
31 Recovery Act, 42 USC §6901 et seq.; (iv) the Clean Water Act, 33 USC §1251 et seq.;
32 (v) California Health and Safety Code §§25115-25117, 25249.8, 25281, and 25316; (vi)
33 the Clean Air Act, 42 USC §7901 et seq.; and (vii) California Water Code §13050; (b)
34 any amendments, rules or regulations promulgated thereunder to such enumerated
35 statutes or acts currently existing or hereafter enacted; and (c) any other hazardous or
36 toxic substance, material, chemical, waste or pollutant identified as hazardous or toxic or
37 regulated under any other applicable federal, state or local environmental laws currently
38 existing or hereinafter enacted, including, without limitation, friable asbestos,
39 polychlorinated biphenyl's ("PCBs"), petroleum, natural gas and synthetic fuel products,
40 and by-products.

1 **1.31 HAZARDOUS WASTE**

2 "Hazardous Waste" means all substances defined as Hazardous Waste, acutely
3 Hazardous Waste, or extremely Hazardous Waste by the State of California in Health
4 and Safety Code §25110.02, §25115, and §25117 or in the future amendments to or
5 recodifications of such statutes or identified and listed as Hazardous Waste by the U.S.
6 Environmental Protection Agency (EPA), pursuant to the Federal Resource Conservation
7 and Recovery Act (42 USC §6901 et seq.), all future amendments thereto, and all rules
8 and regulations promulgated thereunder.

9 **1.32 HOUSEHOLD HAZARDOUS WASTE**

10 "Household Hazardous Waste" means Hazardous Waste generated at residential
11 Premises within the City.

12 **1.33 INDUSTRIAL**

13 "Industrial" means manufacturing or technical productive enterprises.

14 **1.34 INFECTIOUS WASTE**

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

19 **1.35 LEGISLATION**

20 "Legislation" means any code, ordinance, resolution, or any other formal
21 enactment of the governing body of the City, which now exists, or which may hereafter
22 be adopted which constitutes law or regulation governing the operation of the
23 Contractor.

24 **1.36 MULTI-FAMILY RESIDENTIAL COMPLEX**

25 "Multi-Family Residential Complex" means any residential complex, other than a
26 Single-Family Residence, used for residential purposes, including but not limited to two
27 to six (2-6) unit complexes, apartment buildings, mobile home parks, condominiums,
28 and other residential complexes over six (6) units.

29 **1.37 OCCUPANT**

30 "Occupant" means the person who occupies Premises.

31 **1.38 OWNER**

32 "Owner" means the person with the legal right to the possession of land or
33 building.

34 **1.39 PERSON**

35 "Person" means any individual, firm, association, organization, partnership,
36 corporation, business trust, joint venture, the United States, the State of California, the
37 County of Sonoma, and special purpose districts.

1 **1.40 PREMISES**

2 "Premises" means any land or building in the City where Refuse, Recyclable
3 Materials or Compostable Materials are generated or accumulated.

4 **1.41 PROCESSING**

5 "Processing" means to process, prepare, treat, or convert through some special
6 method.

7 **1.42 PROCESSING FACILITY**

8 "Processing Facility" means any plant or site used for the purpose of sorting,
9 cleansing, treating or reconstituting Recyclable Materials for the purpose of making such
10 material available for the market. Activities that may be undertaken at a Processing
11 Facility include but are not limited to Processing Recyclable Materials or Compostable
12 materials.

13 **1.43 RECYCLING CONTAINER**

14 "Recycling Container" means City-approved Cart or Bin used to place
15 Recyclable Materials at a designated Collection location for Collection for the purpose
16 of Recycling.

17 **1.44 RECYCLABLE MATERIALS (ALSO "RECYCLABLES")**

18 "Recyclable Materials" means those discarded materials that the City Code
19 permits, directs and/or requires Generators to set out in Recycling Containers for
20 Collection for the purpose of Recycling. No discarded material shall be considered to be
21 Recyclable Materials, however, unless it is separated from Refuse and Compostable
22 Materials. Recyclable Materials may include newspaper, mixed paper, glass bottles and
23 jars, metal and aluminum cans, plastic household containers, corrugated cardboard and
24 cardboard.

25 **1.45 RECYCLING**

26 "Recycling" means the process of sorting, cleansing, treating and reconstituting at
27 a Processing Facility those Recyclable Materials that would otherwise be disposed of at a
28 Disposal Site for the purpose of returning such materials to the economy in the form of
29 raw materials for new, re-used or reconstituted products.
30

31 **1.46 REFUSE**

32 "Refuse" means all putrescible and non-putrescible solid, semi-solid, and liquid
33 waste that the City Code requires Generators within the City to set out for Collection.
34 Refuse does not include:

- 35 (1) Hazardous Waste or Hazardous Substance;
 - 36 (2) Infectious Waste;
 - 37 (3) Abandoned automobiles;
 - 38 (4) Unacceptable waste; or
 - 39 (5) Radioactive waste.
- 40

1 Refuse includes Recyclable Materials only when such materials are commingled
2 with Refuse and included for Collection in a Refuse container. Only discarded materials
3 shall be considered Refuse.

4 **1.47 ROLL-OFF/COMPACTOR REFUSE SERVICE**

5 "Roll-Off/Compactor Refuse Service" means permanent or temporary service
6 provided by Contractor under this exclusive Agreement to any Generator requiring a
7 Debris Box or Compactor for the Collection of Refuse, Segregated or Mixed
8 Construction and Demolition Debris, Compostable Materials, Bulky Items or Recyclable
9 Materials.

10 **1.48 ROLL-OFF CONTAINER**

11 "Roll-Off Container" means permanent service provided to any Generator
12 requiring a Debris Box or Compactor for the Collection of Refuse. Segregated
13 Recyclable Material

14 **1.49 "SEGREGATED RECYCLABLE MATERIAL"**

15 "Segregated Recyclable Material" means those recyclable materials which have
16 been separated from all other Recyclable Materials to form one readily identifiable
17 category of materials by the person from whom they are being collected such as, but not
18 limited to cardboard, designated paper grades, steel cans and designated plastics.

19 **1.50 SINGLE-FAMILY RESIDENCE**

20 "Single-Family Residence" means a separate unit used for housing a single
21 family.

22 **1.51 SMALL COMMERCIAL GENERATOR**

23 "Small Commercial Generator" means any Commercial Business, which
24 generates less than 90 gallons of Refuse per week.

25 **1.52 SOURCE SEPARATED CONSTRUCTION AND DEMOLITION (C&D) MATERIALS**

26 "Source Separated C&D Materials" means C&D materials collected in individual
27 components such as but not limited to dirt, concrete, wood, asphalt, scrap metals, or
28 other such C&D materials.

29 **1.53 TEMPORARY DEBRIS BOX SERVICE**

30 "Temporary Debris Box Service" means temporary service provided at a job site
31 to any residential or commercial Generator requiring a Debris Box for the Collection of
32 Source Separated C&D Materials, Mixed C&D Materials, Compostable Materials, or
33 Segregated Recyclable Materials.

34 **1.54 TERM**

35 "Term" means the Term of this Agreement, as provided for in Article 3.

1 **1.55 TRANSPORTATION**

2 "Transportation" means the act of transporting or state of being transported to a
3 specific Disposal Site, Composting Facility or other location designated by City.

4 **1.56 WHITE GOODS**

5 "White Goods" means discarded enamel household appliances of any
6 color, such as refrigerators, stoves, washer/dryers, water heaters, dishwashers,
7 etc., and similar items.

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

29

30

31

32

33

34

35

36

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40

ARTICLE 2.
REPRESENTATIONS AND
WARRANTIES OF THE
CONTRACTOR

2.1 CORPORATE STATUS

Contractor is a corporation duly organized, validly existing and in good standing under the laws of the State of California. It is qualified to transact business in the State of California and has the power to own its properties and to carry on its business as now owned and operated and as required by this Agreement.

2.2 CORPORATE AUTHORIZATION (OR PARTNERSHIP, ASSOCIATION OR JOINT VENTURE AUTHORIZATION)

Contractor has the authority to enter into and perform its obligations under this Agreement. The Board of Directors of Contractor (or the shareholders, if necessary) has taken all actions required by law, its articles of incorporation, its bylaws, or otherwise, to authorize the execution of this Agreement. The Person signing this Agreement on behalf of Contractor has authority to do so.

2.3 AGREEMENT WILL NOT CAUSE BREACH

To the best of Contractor's knowledge, after reasonable investigation, neither the execution or delivery of this Agreement, nor the performance of this Agreement by Contractor: (i) conflicts with, violates, or results in a breach of any applicable law; or (ii) conflicts with, violates or results in a breach of any term or condition of any judgment, order or decree of any court, administrative agency or other governmental authority, or any agreement or instrument to which Contractor is a party or by which Contractor or any of its properties or assets are bound, or constitutes a default thereunder.

2.4 NO LITIGATION

To the best of Contractor's knowledge, after reasonable investigation, there is no action, suit, proceeding or investigation, at law or in equity, before or by any court or governmental authority, commission, board, agency or instrumentality decided, pending or threatened against Contractor wherein an unfavorable decision, ruling or finding, in any single case or in the aggregate, would materially adversely affect the performance by Contractor of its obligations hereunder or which, in any way, would adversely affect the validity or enforceability of this Agreement or which would have a material adverse effect on the financial condition of Contractor or any surety guaranteeing Contractor's performance under this Agreement, which has not been waived by the City in writing.

2.5 NO ADVERSE JUDICIAL DECISIONS

To the best of Contractor's knowledge, after reasonable investigation, there is no judicial decision that affects the validity of this Agreement and may subject this Agreement to legal challenge.

1 **2.6 ABILITY TO PERFORM**

2 Contractor possesses the business, professional, and technical expertise to
3 manage, handle, treat, store and dispose of the Refuse, Recyclable, and Compostable
4 Materials, and possesses the equipment, facility, and employee resources required to
5 perform this Agreement.

6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35

ARTICLE 3.
TERM OF AGREEMENT

3.1 EFFECTIVE DATE

The effective date of this Agreement shall be January 1st, 2009 ("Effective Date").

3.2 CONDITIONS TO EFFECTIVENESS OF AGREEMENT

The obligation of City to permit this Agreement to become effective and to perform its undertakings provided for in this Agreement is subject to 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.

3.2.1 ACCURACY OF REPRESENTATIONS

The representations and warranties made in Article 2 of this Agreement are true and correct on and as of the Effective Date.

3.2.2 ABSENCE OF LITIGATION

There is no litigation pending on the Effective Date in any court challenging the award or execution of this Amendment or seeking to restrain or enjoin its performance.

3.2.3 EFFECTIVENESS OF CITY COUNCIL ACTION

The City's Resolution No. 5723, approving this Agreement, shall have become effective pursuant to California law prior to the Effective Date.

3.3 TERM

The Term of this Agreement shall begin January 1st, 2009, and end at midnight December 31, 2023, unless extended by City pursuant to Section 3.4. The term of this Agreement shall supercede all previous agreements made between Contractor and the City.

3.4 OPTION TO EXTEND TERM

The City shall have the option to extend this Agreement, in periods of at least twelve (12) months each, if the Contractor agrees to such an extension of the Agreement. If the City elects to exercise the option, it shall give written notice of its election, specifying the number of months by which it elects to extend the Term, to the Contractor, one hundred eighty (180) days prior to the initial or extended termination date. Contractor shall return a signed Letter Agreement to the City within 30 days of such written notice by City for the extension to become effective.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42

ARTICLE 4.
SCOPE OF AGREEMENT

4.1 SCOPE OF AGREEMENT

Subject to Article 4.2, the franchise granted to Contractor shall be exclusive for Refuse, Recyclable Materials, Compostable Materials, including all Roll-Off Refuse Service and Temporary Debris Box Service, Cleanup Bins, and Bulky Items Collection in the City limits of the City of Sebastopol except where otherwise precluded by federal, state, and local laws and regulations.

4.2 LIMITATIONS TO SCOPE

The franchise for the Collection and Transportation of Refuse and Compostable Materials to a City designated Disposal Site or Composting Facility and Collection and Processing of Recyclable Materials granted to Contractor shall be exclusive except as to the following materials listed in this section. The City permits the operation of buy back Recycling and re-use centers, and this Agreement shall allow business and residential Generators to transport, donate and sell Recyclable Materials to such centers. The Franchise granted the Contractor shall not preclude the categories of Recyclable Materials or other materials listed below from being delivered to and collected and transported by others provided that nothing in this Agreement is intended to or shall be construed to excuse any Person from obtaining any authorization from City, which is otherwise required by law:

- A. Other recyclers shall maintain the right to collect Segregated Recyclable Materials, to accept donated Recyclable Materials, and to pay the Generator for Source Separated Recyclable Materials. Other recyclers shall not be permitted to charge for these services. Segregated Recyclable Materials set out for Collection by other recyclers shall contain no more than 10 percent by weight or volume (whichever is less) Refuse commingled in the materials to qualify for the exception under this section. If Contractor can document that other recyclers are servicing Collection containers that contain less than 90 percent source separated Segregated Recyclable Materials or Compostable Materials, it shall report the location and the name of the recycler to the City along with Contractor's evidence of the violation of the exclusiveness of this Agreement;
- B. Recyclable Materials which are removed from any Premises by the Generator and which are transported personally by the Owner or Occupant of such Premises (or by his or her employees or a contractor);
- C. Recyclable Materials, which are source separated at any Premises by the Generator and donated to youth, civic, or charitable organizations;
- D. Containers delivered for Recycling under the California Beverage Container Recycling Litter Reduction Act, Section 14500, et seq., California Public Resources Code;

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40

- E. Compostable Materials removed from a Premises by a gardening, landscaping, or tree-trimming contractor as an incidental part of a total service offered by that contractor rather than as a hauling service, and for no additional or separate fee, and if such contractor delivers the Compostable Materials to a Compostable Container or Composting Facility and does not dispose of the material as Refuse;
- F. Animal waste and remains from slaughterhouse or butcher shops for use as tallow;
- G. By-products of sewage treatment, including sludge, sludge ash, grit and screenings; and
- H. Hazardous Waste, Infectious Waste, and Designated Waste, regardless of its source.

This grant to Contractor of an exclusive right and privilege to collect and transport Refuse and Compostable Materials and collect and process Recyclable Materials shall be interpreted to be consistent with state and federal laws, now and during the Term of the Agreement, and the scope of this exclusive right shall be limited by applicable state and federal laws with regard to the matters contained in this Agreement. In the event that future interpretations of current law or new laws, regulations, interpretations or trends limit the ability of the City to lawfully provide for the scope of services as specifically set forth herein, Contractor agrees that the scope of the Agreement will be limited to those services and materials which may be lawfully provided and that the City shall not be responsible for any lost profits or losses claimed by Contractor to arise out of limitations of the scope of the Agreement set forth herein. In such an event, it shall be the responsibility of Contractor to minimize the financial impact to other services being provided as much as possible.

1 **ARTICLE 5.**
2 **COLLECTION SERVICES**

3 **5.1 GENERAL**

4 The work to be done by Contractor pursuant to this Agreement shall include the
5 furnishing of all labor, supervision, equipment, materials, supplies, and all other items
6 necessary to perform the services required. The enumeration and specification of
7 requirements for particular items of labor or equipment shall not relieve Contractor of
8 the duty to furnish all others, whether enumerated or not.

9 The work to be done by Contractor pursuant to this Agreement shall be
10 accomplished in a thorough and professional manner so that the residents and businesses
11 within the City are provided reliable, courteous and high-quality service at all times.
12 The enumeration and specification of requirements for particular aspects of service
13 quality shall not relieve Contractor of the duty of accomplishing all other aspects
14 whether they are enumerated elsewhere in the Agreement or not.

15 **5.2 REFUSE SERVICES**

16 **5.2.1 SINGLE-FAMILY RESIDENTIAL REFUSE SERVICE**

17 Contractor shall collect and transport all Refuse from Carts placed at the Curb of
18 Single-Family Residences once per week as scheduled.

19 **5.2.2 MULTI-FAMILY COMPLEX REFUSE SERVICE**

20 **5.2.2.A MULTI-FAMILY REFUSE CART SERVICE**

21 Contractor shall collect and transport to a Disposal Site, all Refuse
22 from Carts placed at the Curb by each Generator within a Multi-Family
23 Complex, not less than once per week as scheduled.

24 **5.2.2.B MULTI-FAMILY REFUSE BIN SERVICE**

25 Contractor shall collect and transport to a Disposal Site, all Refuse
26 from Bins, not less than once per week. Bin enclosures and access should
27 comply with Contractors guidelines.

28 **5.2.3 COMMERCIAL REFUSE SERVICE**

29 **5.2.3.B COMMERCIAL REFUSE CART SERVICE**

30 Contractor shall collect and transport to a Disposal Site all Refuse
31 from Carts placed at the Curb by each Generator, not less than once per
32 week.

33 **5.2.3.A COMMERCIAL REFUSE BIN SERVICE**

34 Contractor shall collect and transport to a Disposal Site all Refuse
35 from Bins not less than once per week. Bin enclosures and access should
36 comply with Contractors guidelines.

1 **5.3 RECYCLING SERVICES**

2 Contractor shall collect Recyclable Materials as described in Exhibit D for
3 Single-Family Residences, Multi-Family Complexes, and Commercial Businesses.

4 Contractor shall instruct Single-Family Residences, Multi-Family Complexes
5 (individual residents and/or complex managers as appropriate), and Commercial
6 Businesses as to preparation of materials; the proper placement of Recycling Carts or
7 Bins. Repeated contamination of Recyclable Materials may result in additional charges
8 or the removal of Carts and/or Bins from the premises.

9 Contractor shall transport Recyclable Materials to a Processing Facility, process
10 and market the Recyclable Materials. The Recyclable Materials may not be disposed of
11 at a Disposal Site, Transfer Station, or any other location in lieu of Recycling the
12 material without the expressed written approval of the City, as specified in Article 4.4.

13 **5.3.1 SINGLE-FAMILY RESIDENTIAL RECYCLING SERVICE**

14 The Contractor shall provide weekly Recycling Collection service, which shall
15 correspond with the Single-Family Residential Refuse Collection day for each resident.
16

17 **5.3.2 MULTI-FAMILY COMPLEX RECYCLING SERVICE**

18 Recycling Collection service shall be provided to Multi-Family Complexes.
19 Contractor shall assist each complex by recommending the number and type of
20 containers needed to service the Multi-Family Complex. Contractor shall recommend the
21 most effective locations on site for placement of containers. Contractor shall provide
22 educational materials and signage to reduce contamination and shall offer educational
23 presentation to tenants upon request. Property manager or owner shall be responsible for
24 the initial distribution of educational materials to tenants.

25 Recycling Service shall be suspended if Contractor determines that Recycling
26 Bin is contaminated with items other than Recyclable Materials. Contractor shall notify
27 City of the suspension of Recycling Services. Recycling Service shall resume when
28 Contractor is assured that contamination of Recycling Bins is eliminated.

29 **5.3.3 COMMERCIAL RECYCLING PROGRAM**

30 Recycling Collection service shall be provided to Commercial Businesses.
31 Contractor shall assist each Commercial Business by recommending the number and
32 type of containers needed to service the Commercial Business. Contractor shall
33 recommend the most effective locations on site for placement of containers. Contractor
34 shall provide educational materials and signage to reduce contamination and shall offer
35 educational presentation to tenants upon request.

36 Recycling Service shall be suspended if Contractor determines that Recycling
37 Bin is contaminated with items other than Recyclable Materials. Contractor shall notify
38 City of the suspension of Recycling Services. Recycling Service shall resume when
39 Contractor is assured that contamination of Recycling Bins is eliminated.

1 **5.4 COMPOSTABLE MATERIALS PROGRAM**

2 **5.4.1 SINGLE-FAMILY RESIDENTIAL COMPOSTABLE MATERIALS PROGRAM**

3 Contractor agrees to collect and deliver to a Composting Facility,
4 Compostable Materials collected from Compostable Containers placed at the
5 Curb by each Single-Family Residence. The Contractor shall provide scheduled
6 weekly Collection service, which shall correspond with the Single-Family
7 Residential Refuse Collection day.

8 The Compost Processing Facility may process the material as compost or
9 mix the material with bio-solids and process the material as compost.

10 Compostable Materials Service shall be suspended if Contractor determines that
11 Compostable Materials Containers is contaminated with items other than Compostable
12 Materials. Contractor. Compostable Materials Service shall resume when Contractor is
13 assured that contamination of Compostable Materials Containers is eliminated.

14 **5.5 USED MOTOR OIL COLLECTION**

15 **5.5.1 SINGLE FAMILY RESIDENCES**

16 The Contractor shall provide used motor oil collection for Single-Family
17 Residences as part of the Recyclable Materials Collection program. Residents
18 must call to sign up for this service and to obtain spill-safe containers from the
19 Contractor for the Collection of used motor oil and zip lock plastic bags for used
20 oil filters. Contractor shall collect used motor oil and used filters from Single-
21 Family Residences that are placed at the Curb. Residents must call to request
22 motor oil and filter collection pickup service to assure that drivers are alerted that
23 motor oil requires pick up. The Contractor shall provide replacement containers
24 and filter bags as requested to participants upon Collection of oil and/or filters.

25 **5.5.2 MULTI- FAMILY RESIDENCES**

26 The Contractor shall provide used oil collection to Multi-Family
27 Complexes as part of the Recyclable Materials Collection program. Upon request
28 by the property manager, property owner or HomeOwners Association, the
29 Contractor will distribute spill-safe containers for the Collection of used motor
30 oil and plastic bags for used oil filters. Contractor shall collect used motor oil and
31 used filters from Multi-Family Complexes at a location that is acceptable to the
32 Contractor, and Manager, Owner or Homeowner's Association. Contractor shall
33 provide replacement containers and filter bags to participants upon each
34 Collection of oil and/or filters. Residents of Multi-Family Complexes may not
35 order this service directly.

36 Contractor shall safely store oil and used filters collected at its facility, and
37 arrange for these materials to be properly recycled. Contractor shall provide used motor
38 oil and used filter recycling support through community outreach, educational materials,
39 and their web site.
40

1 **5.6 CHRISTMAS TREE DROPOFF**

2 Contractor shall supply a Roll-Off Container, to be placed at a location
3 determined by the City, to provide a drop-off service for Christmas trees. The Roll-Off
4 Container shall be serviced on a regular basis and the surrounding area kept free of any
5 debris. Christmas trees shall be recycled in a manner to count as diversion by the
6 California Integrated Waste Management Board. Trees that are flocked and contain
7 tinsel or other decorations shall be collected separately for Disposal. The Debris Box
8 shall be delivered the following business day after Christmas and serviced until mid-
9 January or in cooperation with the Sonoma County Waste Management Agency Drop-
10 Off program.

11 Contractor shall notify service recipients in writing of the dates, time, and places
12 of Christmas Tree Collections. Information shall be included in the informational
13 newsletters, in a bill insert, or other reasonable means.

14 **5.7 HOUSEHOLD ALKALINE BATTERY RECYCLING PROGRAM**

15 Contractor shall provide collection services for City-sponsored Household
16 Alkaline Battery Recycling Program. Contractor shall collect recycled Household
17 Batteries from City locations identified in Exhibit B. City staff shall notify Contractor
18 when battery containers require pickup. Upon such notification, Contractor shall collect
19 and deliver batteries to a battery recycler or permitted hazardous waste facility. If
20 requested to do so, Contractor shall accommodate requests from City staff for routine
21 and/or more frequent pickups.
22

23 **5.8 BULKY ITEM COLLECTION PROGRAM**

24 Contractor shall provide Collection of Bulky Items from Residential, Multi-
25 Family and Commercial Generators on a for-fee basis. Contractor shall charge
26 Generators the service rates established in the rate schedule and may be adjusted under
27 the terms of this Contract.
28

29 **5.9 CLEAN UP BIN SERVICE**

30 Contractor shall provide Clean Up Bin Service to any Generator on a for-fee
31 basis. Clean-Up Bins may be used for Generators requiring additional Collection service
32 on a temporary basis or for special events. Contractor shall charge Generators the service
33 rates established in the rate schedule and may be adjusted under the terms of this
34 Contract.

1 **5.10 CITY FACILITIES**

2 Contractor collection of Refuse and Recyclable Materials to all City facilities
3 identified in Exhibit A. Contractor shall provide collection of Refuse disposed of in
4 City-owned cans located in the City as identified in Exhibit A. The size of the bin or cart
5 and the frequency of Collection shall be determined between the City and Contractor.
6 The services required by this section shall be provided at no charge to the City, but the
7 cost of providing such service shall be an allowable expense under Article 8.

8 **5.11 COLLECTION FROM CITY-SPONSORED EVENTS**

9 Contractor shall collect Refuse and Recyclable Materials at City-sponsored
10 events identified in Exhibit C . The services required by this section shall be provided at
11 no charge to the City, but the cost of providing such service shall be an allowable
12 expense under Article 8.

13 **5.12 REMOVAL OF HAZARDOUS WASTE**

14 If Contractor determines that material placed in any container for Collection is
15 Hazardous Waste, Designated Waste, Infectious Waste, or other material that may not
16 legally be disposed of at the Disposal Site or Processing Facility or presents a hazard to the
17 Contractor's employees, the Contractor shall have the right to refuse to accept such material.
18 The Generator shall be contacted by the Contractor and requested to arrange proper
19 Disposal. The Contractor shall notify the City of any such material left at any Premises for
20 14 days or more. If the material is delivered to the Disposal Site or a Processing Facility
21 before its presence is detected and the Generator cannot be identified or fails to remove the
22 material after being requested to do so, the Contractor shall arrange for its proper Disposal.
23 The Contractor shall make a good faith effort to recover the cost of Disposal from the
24 Generator, and the cost of this effort, as well as the cost of Disposal shall be chargeable to
25 the Generator. Upon prior notification to the City, the Contractor shall be entitled to include
26 the reasonable costs incurred under this section as an operating expense for purposes of
27 compensation under Article 8 and shall include all sums recovered by it from Generators as
28 "Other Income."

29 **5.13 TRANSPORTATION OF REFUSE, RECYCLABLE MATERIALS AND**
30 **COMPOSTABLE MATERIALS**

31 Contractor shall provide for the transportation of all Refuse, Recyclable Materials
32 and Compostable Materials collected under this Agreement. Contractor shall maintain
33 accurate records of the quantities of Refuse, Recyclable Materials, and Compostable
34 Materials transported to the Disposal Site, Processing Facility, or Composting Facility of
35 customers within the City Limits of Sebastopol.

36 **5.14 PROCESSING OF REFUSE, RECYCLABLE MATERIALS, AND COMPOSTABLE**
37 **MATERIALS**

38 The City reserves the right to 1), approve the Disposal Site(s) and Processing
39 Facilities selected by the Contractor and 2), to direct the Contractor to use alternative
40 Disposal Site(s) or Processing Facilities for disposal, recycling or composting of all
41 materials collected pursuant to this Agreement. If City redirects Refuse to an alternate
42 Disposal Site or Processing Facility, Payment for Services to Contractor shall be

1 adjusted for differences in the cost of Transportation, Disposal, and Processing of the
2 material.

3 **5.15 COLLECTION STANDARDS**

4 **5.15.1 CARE OF PRIVATE PROPERTY**

5 Contractor shall use due care when collecting Refuse, Recyclable
6 Materials, and Compostable Materials Containers. Containers shall not be
7 thrown from trucks, roughly handled, damaged or broken. Containers shall be
8 returned to the Collection point in an upright position.

9 Contractor shall ensure that its employees close, and relock if applicable,
10 all gates opened by them in making Collections, unless otherwise directed by the
11 Generator.

12 Contractor will require a damage waiver to enter onto private property.
13 City shall refer Complaints about damage to private property to Contractor.
14 Contractor shall repair all damage to private property caused by its employees'
15 negligence or willful misconduct. Contractor may require residents on private
16 roads to place Carts at the public road or Curb for Collection.

17 **5.15.2 LITTER ABATEMENT**

18 **A.** Minimization of Spills. Contractor shall use due care to prevent Refuse,
19 Recyclable Materials, and Compostable Materials from being spilled or scattered
20 during the Collection or Transportation process. If any Refuse, Recyclable
21 Materials, or Compostable Materials are spilled during Collection, the Contractor
22 shall promptly clean up all spilled materials. Each Collection vehicle shall carry a
23 broom and shovel at all times for the purpose of cleaning litter.

24 **B.** Covering of Loads. Contractor shall cover all open Debris Boxes at pick-
25 up location prior to transport to the Disposal Site or Processing Facility.

26 **5.15.3 HOURS OF COLLECTION**

27 Scheduled Collection of Refuse, Recyclable Materials, and Compostable
28 Materials in residential areas may occur only between the hours of 6:00 a.m. and
29 6:00 p.m., and in commercial areas, only between the hours of 5:00 a.m. and 6:00
30 p.m. Commercial customers adjacent to residential structures or areas shall not
31 be serviced prior to 6:00 a.m.

32 **5.15.4 NOISE**

33 All Collection operations shall be conducted as quietly as possible and
34 shall conform to applicable federal, state, county and City noise level regulations.

35 **5.15.5 HOLIDAY COLLECTION SCHEDULE**

36 During the week of the holidays shown on Exhibit E, Collection shall be
37 delayed by one day following the holiday, except when the holiday falls on a
38 Saturday or Sunday. Contractor shall publish and distribute a holiday schedule in
39 an informational newsletter or billing insert to all Generators at least annually.

1 **5.16 VEHICLES**

2 **5.16.1 GENERAL**

3 Contractor shall provide a fleet of Collection vehicles sufficient in number
4 and capacity to efficiently perform the work required by the Agreement in strict
5 accordance with its terms. Contractor shall have available sufficient back-up
6 vehicles for each type of Collection vehicle used (i.e., side loader, front loader,
7 and roll-off) to respond to Complaints and emergencies.

8 **5.16.2 SPECIFICATIONS**

9 All vehicles used by Contractor in providing collection services shall be
10 registered with the California Department of Motor Vehicles. All such vehicles
11 shall have watertight bodies designed to prevent leakage, spillage, or overflow.
12 Vehicles shall also be equipped with safety features that enable drivers to avoid
13 making contact with other vehicles, their passengers and/or pedestrians.

14 **5.16.3 VEHICLE IDENTIFICATION**

15 Contractor's name, local telephone number, and a unique vehicle
16 identification number for each vehicle shall be displayed on all vehicles.

17 **5.16.4 INVENTORY**

18 Contractor shall furnish sufficient equipment to provide all service
19 required under this Agreement. Contractor shall furnish the City a written
20 inventory of all vehicles, including Collection vehicles, used in providing
21 service, as part of the Annual Report. The inventory shall list all vehicles by
22 manufacturer and model year; all equipment by ID number, date of acquisition
23 and vehicle type.

24 The initial inventory of vehicles to be used to provide services under this
25 Agreement is attached as Exhibit J.

26 **5.16.5 CLEANING AND MAINTENANCE**

27 **A. General.** Contractor shall maintain all of its properties, facilities, and
28 equipment used in providing service under this Agreement in a safe, neat, clean,
29 and operable condition at all times.

30 **B. Maintenance.** Contractor shall: (i) inspect each vehicle daily to ensure
31 that all equipment is operating properly and vehicles that are not operating
32 properly shall be taken out of service until they are repaired and do operate
33 properly; and (ii) perform all scheduled maintenance functions in accordance
34 with the manufacturer's specifications and schedule. Contractor shall keep
35 accurate records of all vehicle maintenance, recorded according to date and
36 mileage, and shall make such records available to the City upon request.

37 **C. Repairs.** Contractor shall repair, or arrange for the repair of, all of its
38 vehicles and equipment for which repairs are needed because of accident,
39 breakdown, or any other cause so as to maintain all equipment in a safe and
40 operable condition. If an item of repair is covered by a warranty, Contractor shall
41 obtain warranty performance. Contractor shall maintain accurate records of
42 repair, which shall include the date/mileage, nature of repair, and the signature of

1 a maintenance supervisor that the repair has been properly performed, and shall
2 make such records available to the City upon request.

3 **D. Storage.** Contractor shall arrange to store all vehicles and other
4 equipment in safe and secure location(s) in accordance with City's applicable
5 zoning regulations.

6 **5.16.6 OPERATION**

7 Vehicles shall be operated in compliance with the California Vehicle
8 Code, and all applicable safety and local ordinances. Contractor shall not load
9 vehicles in excess of the manufacturer's recommendations or limitations imposed
10 by state or local weight restrictions on vehicles. Contractor shall have the right
11 to refuse unsafe loads and/or loads containing illegal materials.

12 **5.17 CONTAINERS**

13 **5.17.1 GENERAL**

14 All Carts, Bins, Roll-Off Containers and Compactors shall be provided to
15 customers as part of services provided by Contractor.

16 Upon termination of the Agreement, the City reserves the right to take
17 ownership of all Carts, Bins, Roll-Off Containers and Compactors, or to request
18 Contractor to remove some or all containers.

19 Contractor shall provide containers for collection of Refuse, Recyclable
20 Materials, and Compostable Materials, which shall be designed and constructed
21 to be watertight and prevent the leakage of liquids. All containers with a
22 capacity of one cubic yard or more shall meet applicable federal regulations on
23 Refuse Bin safety and be covered with attached lids. All Bins, Roll-Off
24 Containers and Compactors shall be painted standard colors and shall
25 prominently display the name and telephone number of the Contractor.

26 **5.17.2 REFUSE CART CONTAINERS**

27 **5.17.2.A SINGLE FAMILY RESIDENTIAL REFUSE CART SERVICE**

28 Contractor shall supply each Single Family Residence with a choice of
29 one (1) 20-, 30-, 60-, or 90-gallon (or equivalent size) Cart for the Collection of
30 Refuse. Single-Family Residences may receive multiple Refuse Carts for an
31 additional fee.

32 Carts must be placed at the public Curbside for efficient Collection by driver.

33 **5.17.2.B MULTI-FAMILY COMPLEX REFUSE CART SERVICE**

34 Contractor shall supply each Multi-Family Residential Complex resident
35 with a choice of one (1) 20-, 30-, 60-, or 90-gallon (or equivalent size) Cart for
36 the Collection of Refuse. Multi-Family Residents may receive multiple Refuse
37 Carts for an additional fee. Multi-Family Residential Complex Generators using
38 Carts for collection of Refuse must place carts at the public Curbside or other
39 location convenient for efficient Collection by driver.

40

1 **5.17.2.C SMALL COMMERCIAL GENERATOR CART SERVICE**

2 Contractor shall supply each Small Commercial Generator with one (1)
3 30- 60-, 90-gallon Cart (or equivalent size) for the Collection of Refuse, upon
4 request. Small Commercial Generators may receive multiple Refuse Carts for an
5 additional fee. Commercial Generators using Carts for collection of Refuse must
6 place carts at the public Curbside or other location convenient for efficient
7 Collection by driver.

8 **5.17.3 REFUSE BIN CONTAINERS**

9 Contractor shall supply each Bin Service Generator with a choice of size (1 to 6
10 cubic yard) and number of Bins for the Collection of Refuse. Large quantity Generators
11 shall be offered the option of selecting a Roll-Off Container or Compactor for Collection
12 of Refuse.

13 **5.17.4 RECYCLING CONTAINERS**

14 **5.17.4.A SINGLE-FAMILY RESIDENTIAL RECYCLING CART**
15 **SERVICE**

16 Contractor shall supply each Single-Family Residence with a Cart
17 for the Collection of Single Stream Recyclable Materials. Carts must be
18 placed at the public Curbside for efficient Collection by driver.

19 **5.17.4.B MULTI-FAMILY RESIDENTIAL COMPLEXES**
20 **RECYCLING CONTAINERS**

21 Contractor shall supply each Multi-Family Residential Complex
22 with Recycling Service. Contractor shall work with the managers or
23 owners to determine the appropriate container type and service level for
24 each complex. Bin Service Generators shall have the option of size (1 to 6
25 yard Bins) and number of Bins for the Collection of Recyclable Materials.

26 Multi-Family Residential Complex Generators using Carts for
27 collection of Recyclable Materials must place carts at the public Curbside
28 for efficient Collection by driver.

29 **5.17.4.C COMMERCIAL RECYCLING CONTAINERS**

30 Contractor shall supply each Commercial Business with
31 Recycling Service. Contractor shall work with the managers or owners to
32 determine the appropriate container type and service level for each
33 complex. Bin Service Generators shall have the option of size (1 to 6 yard
34 Bins) and number of Bins for the Collection of Recyclable Materials.

35 Commercial Business Generators using Carts for collection of
36 Recyclable Materials must place carts at the public Curbside for efficient
37 Collection by driver.

38 **5.17.5 COMPOSTABLE MATERIALS CART SERVICE CONTAINERS**

39 **5.17.5.A SINGLE-FAMILY RESIDENTIAL COMPOSTABLE**
40 **MATERIALS CART SERVICE**

1 Contractor shall supply each Single-Family Residence with a 90-
2 gallon Cart (or equivalent size) for the Collection of Compostable
3 Materials. Carts must be placed at the public Curbside for efficient
4 Collection by driver.

5 **5.17.6 CART REPAIR AND REPLACEMENT**

6 Contractor shall replace, not more than once per year without charge,
7 containers that have been stolen or lost. Additional Carts shall be charged to the
8 Single-Family Residences and Multi-Family Residential Complex residents at a
9 rate approved by the City in writing.

10
11 **5.18 PUBLIC EDUCATION**

12 **5.18.1 NEW CUSTOMER START-UP PACKET**

13 Contractor shall provide an information packet for new customers. Contractor
14 shall provide, at a minimum, the following items in the packet to new customers:

- 15 • A letter providing a summary of services and contact information
16 • A "how to" brochure explaining the overall Recyclable and Compostable
17 Materials programs and the materials to be collected.

18 **5.18.2 INFORMATIONAL NEWSLETTERS**

19 Contractor shall publish and mail informational newsletters twice per year to
20 be mailed to all Generators. Newsletters will include information intended to
21 encourage recycling, source reduction, participation in recycling and greenwaste
22 programs and composting. Newsletters shall address issues affecting residential,
23 multifamily and commercial service as well as general articles and information
24 appropriate to all generators including items such as a discussion of AB 939 policy,
25 updates on the County's diversion achievements, hazardous waste disposal options
26 and other general articles of interest. Additional notices, bill inserts and
27 informational pieces shall be distributed as necessary.

28
29 Newsletters shall promote and advertise other features of the Agreement
30 including Christmas Tree recycling information, Holiday Collection Schedule, and
31 Curbside Used Oil Collection.

32
33 Newsletters will be made available to the City for review prior to distribution.

34
35 **5.18.3 ONGOING EDUCATION AND OUTREACH**

36 **5.18.3A MULTI FAMILY COMPLEX EDUCATION**

37 Multi-Family Complex customers will receive an annual bill insert or
38 other mailers describing solid waste and Recycling Service options. Multi-Family
39 Complex managers or owners may request Contractor conduct an on-site
40 evaluation to enhance recycling at no cost to the Multi Family Complex.

41 Contractor shall provide recycling educational materials to property
42 owners or managers for Multi-Family Complex tenants upon request.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41

5.18.3B COMMERCIAL BUSINESS EDUCATION

Commercial Business customers will receive an annual bill insert describing solid waste and Recycling service options. Commercial Business managers or owners may request Contractor conduct an on-site evaluation to enhance recycling at no cost to the Commercial Business.

Contractor shall provide recycling educational materials to Commercial Business owners or managers upon request.

5.18.3C PUBLIC SCHOOL EDUCATION

Contractor shall visit each public school inside the City limits at least one time per year and shall provide information to each school regarding the availability of recycling education presentations by Contractor for classrooms and school assemblies.

Upon request, Contractor shall work with students, teachers, administrators and custodial staff at each school to facilitate and implement effective collection and handling system to maximize recycling at each school facility.

5.18.3D PUBLIC FAIRS

Contractor shall periodically staff informational tables at public events within the City to stimulate and enhance recycling programs and provide waste reduction information to the public.

5.19 PERSONNEL

5.19.1 GENERAL

Contractor shall furnish such qualified drivers, mechanical, supervisory, customer service, clerical, and other personnel as may be necessary to provide the services required by this Agreement in a safe and efficient manner.

5.19.2 DRIVER QUALIFICATIONS

All drivers shall be trained and qualified in the operation of waste Collection vehicles and must have in effect a valid license, of the appropriate class, issued by the California Department of Motor Vehicles.

5.19.3 SAFETY TRAINING

Contractor shall provide suitable operational and safety training for all of its employees who utilize or operate vehicles or equipment for Collection of Refuse, Recyclable Materials, or Compostable Materials or who are otherwise directly involved in such Collection. Contractor shall train its employees involved in Collection to identify, and not to collect, Designated Waste, Hazardous Waste, or Infectious Waste.

5.19.4 NO GRATUITIES

Contractor shall not permit its employees to demand or solicit, directly or indirectly, any additional compensation or gratuity from members of the public

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42

for the Collection of Refuse, Recyclable Materials, and Compostable Materials under this Agreement.

5.19.5 EMPLOYEE CONDUCT AND COURTESY

Contractor shall use its best efforts to assure that all employees present a neat appearance and conduct themselves in a courteous manner.

5.19.6 PROVISION OF FIELD SUPERVISION

Contractor shall designate at least one qualified employee as supervisor of field operations.

5.19.7 CUSTOMER SERVICE/BILLING LIAISON

Contractor shall designate one (1) qualified employee to serve as customer service/billing liaison to the City. The liaison will be available during business hours to coordinate billing, customer service, and operational issues with the City. The designated billing liaison shall be

Office Manager
PO Box 1916
Santa Rosa CA 95402
(707) 586-8266
(707) 586-5543

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45

ARTICLE 6.
STREET SWEEPING SERVICES

Contractor shall perform the following services for the City in an ongoing and timely manner as is necessary to complete the specified work

6.1 STREET SWEEPING METHODOLOGY

Street cleaning for all curb miles identified within the City Limits shall be performed consistent to industry standards as follows:

- A. Contractor shall operate at a speed that will result in adequate cleaning of the streets.
- B. The Contractor shall operate the equipment per factory specifications to clean a path consistent with the width of the sweeper, from the face of the curb towards the center of the street including the flow line of the gutter, that will result in adequate cleaning of the streets.
- C. The Contractor shall sweep the City’s commercial areas a minimum of twice weekly and include one of the four residential areas per sweeping day to be swept every other week.
- D. The commercial areas shall be swept beginning at 4 am and be completed by 7:30 am at which time residential sweeping shall begin, to be completed by 2 pm.
- E. All asphalt or concrete City streets, regardless of curb and gutter, shall be swept in the normal sweeping schedule as specified by the City.
- F. On streets without curb and gutter, contractor shall clean a path consistent with the width of the sweeper that starts 6 inches to 12 inches for the edge of the pavement and continues toward center of the street.
- G. The Contractor may utilize fire hydrants for the purpose of filling the sweeper with water, as specified by the City.
- H. The Contractor may dump the street sweepings in the City’s Public Works yard, to be disposed of by the City, and may wash the street sweeper in the Public Works yard.

6.2 STREET SWEEPING EQUIPMENT

- A. The Contractor shall provide street sweeping equipment comparable to, or better than, a TYMCO regenerative air sweeper, on a chassis, comparable to or better than a Ford LN 700 powered by a 6.6 liter Ford diesel.
- B. The Contractor shall maintain the vehicle in a sound and safe operating condition, per factory specifications, in order to provide optimal performance to the City.
- C. Any deviation from the above specifications must be authorized in writing from the City.

1 **6.3 OPERATOR RESPONSIBILITIES**

- 2 A. The Contractor is responsible for pre and post vehicle inspections in order
3 to provide a safe environment to the operators and to residents.
4 B. The Contractor shall operate the street sweeper per factory specifications in
5 order to provide optimal performance to the City.
6 C. The Contractor shall sweep all routes established by the City and maintain
7 the existing schedule, unless otherwise directed by the City.
8 D. The Contractor shall be responsible for all missed streets, or for streets that
9 are not cleaned adequately with one pass of the sweeper, at no extra cost to
10 the City.
11 E. Additional sweeping shall be available in a timely manner upon City
12 request.
13 F. The Contractor shall provide the name and telephone number for the
14 Supervisor and Manager responsible for sweeping operations within the
15 City. Contractor is responsible for customer relations, and any and all
16 concerns shall be referred to the Contractor for mitigation.
17 G. The Contractor is responsible for submitting quarterly reports to the City
18 documenting sweeping miles, hours worked, any correspondence with the
19 public.
20 H. The City may terminate the street sweeping agreement based on any
21 complaint, breach or failure to perform, after the Contractor has been given
22 reasonable opportunity to remedy same.
23 I. The Contractor shall post the Sweeping Schedule on the Contractors website and
24 will provide copies to residents by mail upon request.
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45

This process shall be repeated monthly. If there has been no successful contact or resolution the account may be flagged for transfer to an outside collection agency.

7.1.3 ANNUAL PRE-PAYMENT DISCOUNT. CONTRACTOR shall provide a reduction to the Service Rates as established in Exhibit H for voluntary advance payment for one (1) year of service with the twelfth (12th) month of service provided at no charge in exchange for such advance payment by SFD Service recipients. CONTRACTOR shall advertise the availability of this payment option at least once per year to all SFD subscribers.

7.2 SERVICE RATE ELEMENTS.

Collection Service Rates shall consist of some combination of the following elements: a Collection Element, a Disposal Element, a Franchise Fee Element, and such other elements as may be added by the City during the term of this Agreement.

7.3 ADJUSTMENTS TO MAXIMUM COLLECTION SERVICE RATES.

7.3.1 ADJUSTMENTS TO DISPOSAL COMPONENT. Using the Refuse Rate Index (RRI). Beginning on July 1, 2009, and annually thereafter, CONTRACTOR shall, subject to compliance with all provisions of this Article, receive an annual adjustment in the *Collection Components* of the following maximum service rates as set forth in Exhibit H to this Agreement:

7.3.1.A SFD Collection Service. All Collection Component lines of the *Collection Component* in Exhibit H.

7.3.1.B MFD Collection Service. All Collection Component lines of the *Collection Component* in Exhibit H.

7.3.1.C Commercial Collection Service. All Collection Component lines of the *Collection Component* in Exhibit H.

7.3.1.D Other Rates. All Collection Component lines of the *Collection Component*, the Push Rates, and Other Rates listed in in Exhibit H.

7.3.1.E Large Item Collection Rates. All Collection Component lines of the *Collection Component* in Exhibit I.

7.3.2 RRI ADJUSTMENT. Beginning on July 1, 2009, and annually thereafter during the term of this Agreement, the *Collection Component* of the maximum service rates set forth in Article 7.3.1 above shall be adjusted by the RRI adjustment set forth below. In any year that the calculation of the RRI results in a negative number, there shall be no adjustment of the *Collection Component*. Instead the RRI number shall be the result of the cumulative change in the RRI for the two year period prior and shall be the RRI adjustment for that subsequent year.

7.3.2.A The RRI adjustment shall be the sum of the weighted percentage change in the Annual Average of each RRI index number between the

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46

base fiscal year, which shall be the prior preceding calendar year ending December 31st and the preceding fiscal year ending December 31st as contained in the most recent release of the source documents listed in Exhibit G, (“REFUSE RATE INDEX”) which is attached to and included in this Agreement. Therefore, the first *Collection Component* rate adjustment will be based on the percentage changes between the Annual Average of the RRI indices for the calendar year ended December 31, 2007 and the Annual Average of the RRI indices for the calendar year ended December 31, 2008. The RRI shall be calculated using the RRI methodology included in Exhibit G.

7.3.3 ADJUSTMENTS TO DISPOSAL COMPONENT.

7.3.3.A SFD Collection Service. The maximum SFD Solid Waste Collection Service Rate is based on the tipping fee per ton and the Residential Disposal Generation Factor set forth in Exhibit H.

7.3.3.B Tip Fee Changes. Any approved change in the per ton tipping fees, as set forth below, will result in a corresponding change in the appropriate “Monthly Unit Disposal Rate” based on the following formula:

(The new tipping fee x the “Residential Disposal Generation Factor”/ one hundred percent (100%) minus the franchise fee percentage, (such amount at the inception of this Agreement to be ninety percent (90%)), to account for the change in the franchise fee applied to the disposal rate element.

Will equal: the SFD Solid Waste Collection Service, “Monthly Unit Disposal Rate”.

7.3.3.C Commercial Collection Service. The maximum Commercial Solid Waste Collection Service “Disposal Component Rate” is based on the tipping fee per ton and the appropriate Conversion Factor set forth on in Exhibit H. Any approved change in the per ton tipping fees will result in a corresponding change in the “Disposal Component Rate” for Commercial Collection Services as set forth in Exhibit H, based on the following formulas:

7.3.3.C.1 Commercial Bin Rates

((The appropriate “Conversion Factor”/2,000 pounds) x the new tipping fee x the Bin size x the frequency of Collection) / one hundred percent (100%) minus the franchise fee percentage, (such amount at the inception of this Agreement to be ninety percent (90%)), to account for the franchise fee applied to the disposal rate element.

Will equal: the Commercial Solid Waste Bin Collection Service “Disposal Component Rate” for the appropriate Bin size and Collection frequency.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37

7.3.3.C.2 Commercial Cart Rates

The maximum Commercial Cart Solid Waste Collection Service Rate is based on the tipping fee per ton and the Commercial Cart Disposal Generation Factor set forth in Exhibit H.

7.3.3.D Tip Fee Changes. Any approved change in the per ton tipping fees, as set forth below, will result in a corresponding change in the appropriate “Monthly Unit Disposal Rate” based on the following formula:

(The new tipping fee x the “Commercial Cart Disposal Generation Factor”/ one hundred percent (100%) minus the franchise fee percentage, (such amount at the inception of this Agreement to be ninety percent (90%)), to account for the change in the franchise fee applied to the disposal rate element.

Will equal: the Commercial Cart Solid Waste Collection Service, “Monthly Unit Disposal Rate”.

7.3.4 DISPOSAL ELEMENT RATE ADJUSTMENTS. To be changed based on changes in the tip fee at the Disposal Facility.

7.4 RATE ADJUSTMENT PERIOD By July 1st, 2009, and annually thereafter during the remaining term of the contract, the Contractor shall notify City of the RRI and Tipping Fee adjustments to the affected service rates. Rate adjustments will be effective July 1st of each year and shall be reflected in the next billing cycle. Any increase to rates shall be prorated over the course of the billing year in such a manner to recover any incremental loss in revenue due to the billing cycle.

1 **ARTICLE 8.**
2 **RECORDS**
3

4 **8.1 GENERAL**

5 Contractor shall maintain such accounting, statistical and other records related to
6 its performance under this Agreement as shall be necessary to develop the financial
7 statements and other reports required by this Agreement. Also, Contractor agrees to
8 conduct data collection, information and record keeping, and reporting activities needed
9 to comply with and to meet the reporting and program management needs of Contractor
10 and AB 939 and other federal and state and local laws and regulations and the
11 requirements of this Agreement. To the extent, such requirements are set out in this and
12 other articles of this Agreement, they shall not be considered limiting or necessarily
13 complete. In particular, this article is intended to only highlight the general nature of
14 records and reports and their minimum content and is not meant to comprehensively
15 define what the records and reports are to be and their content

16 Contractor shall maintain records required to conduct its operations, to support
17 requests it may make to City, and to respond to requests from City. Adequate record
18 security shall be maintained to preserve records from events that can be reasonably
19 anticipated such as a fire, theft, and earthquake. Electronically maintained data/records
20 shall be protected and backed up.

21 Contractor agrees that the accounting and other records of any and all companies
22 conducting operations addressed in the Agreement shall be provided or made available
23 to City and its agents and/or representatives during normal business hours. Contractor
24 shall allow and permit City or City representative to audit its accounting records and all
25 other records required by this Agreement, and to meet with Contractor personnel to
26 verify data. Contractor shall cooperate to the fullest extent with City during such an
27 audit process.

28 Unless otherwise herein required, Contractor shall retain all records and data
29 required to be maintained by this Agreement for at least five (5) years after the
30 expiration of this Agreement.

31 **8.1.1 REFUSE RECORDS**

32 Records shall be maintained by Contractor for City relating to:

- 33 A. Service recipient services.
- 34 B. Weight and volume by type (e.g., Refuse, Recyclable Materials, and
35 Compostable Materials). Where possible, information is to be separated among
36 Single-Family Residences, Multi-Family Complexes, and Commercial
37 Businesses
- 38 C. Routes.
- 39 D. Facilities, equipment and personnel used.
- 40 E. Facilities and equipment operations, maintenance and repair.

1 F. Disposal and Processing Facility weight tickets for Refuse, Recyclable
2 Materials, and Compostable Materials. Residue will be allocated as a percent of
3 all materials processed by Contractor.

4 Contractor shall maintain records of all Refuse, Recyclable Materials, and
5 Compostable Materials collected in the City for the period of this Agreement
6 plus five (5) years after its termination. Records shall be in chronological and
7 organized form, and readily and easily interpreted. In the event City requests,
8 Contractor shall provide all records of all Refuse, Recyclable Materials, and
9 Compostable Materials to City within sixty (60) days of discontinuing service.

10 **8.1.2 RECYCLABLE MATERIALS AND COMPOSTABLE MATERIALS**
11 **COLLECTION SERVICE RECORDS**

12 Records shall be maintained by Contractor that relate to:

- 13 A. Recyclable Materials and Compostable Materials sales value;
- 14 B. Weight of material by type

15 **8.1.3 TRANSFER AND DISPOSAL RECORDS**

16 Contractor shall maintain records of transfer, Disposal and Processing of
17 all Refuse, Recyclable Materials, and Compostable Materials collected by
18 Contractor for the period of this Agreement plus five (5) years after its
19 termination. Records shall be in chronological and organized form and readily
20 and easily interpreted. In the event City requests, Contractor shall provide all
21 records of transfer and Disposal or Processing of all Refuse, Recyclable
22 Materials, and Compostable Materials collected by Contractor within thirty (30)
23 days of discontinuing service.

24 **8.2 REPORTS**

25 **8.2.1 GENERAL**

26 Report Formats and Schedule. Records shall be maintained by Contractor
27 in forms and by methods that facilitate flexible use of data contained in them to
28 structure reports, as needed.

29 Contractor may propose report formats that are responsive to the
30 objectives and audiences for each report. The City shall approve the format of
31 each report. Contractor agrees to submit all reports in a format acceptable to the
32 City.

33 Annual reports shall be submitted no later than April 1st, after the close
34 of each fiscal year ending December 31st.

35 All reports shall be submitted to:

36
37 City of Sebastopol
38 Attention: City Manager
39 7120 Bodega Ave
40 Sebastopol, CA 95472
41

1 **8.3 ANNUAL REPORTS**

2 **8.3.1 ANNUAL REPORT REQUIREMENTS**

3 Annual Reports are due on or before June 1st each year and shall be
4 **presented by Contractor to show the following information:**

5 **A. Refuse Services.** Provide total tonnage by Single-Family Residences
6 and Commercial Businesses. Where possible, tonnages for Multi-Family
7 Residential Complexes will be provided.

8 **B. Recyclable Materials Services.** Provide tonnage by Single-Family
9 Residences and Commercial Businesses. Where possible, tonnages for Multi-
10 Family Residential Complexes will be provided.

11 **C. Recyclable Totals.** Indicate by material type the total of recyclable
12 materials processed and sold.

13 **D. Compostable Materials Service.** Provide tonnage by Single-Family
14 Residences and Commercial Businesses. Where possible, tonnages for Multi-
15 Family Residential Complexes will be provided.

16 **E. Christmas Tree Collection.** Provide total tons diverted.

17 **F. Summarize Annual Outreach Efforts**

18 1) Describe materials distributed

19 2) Provide summary of Commercial Business and Multi-Family
20 Complexes contacted.

21 **G. Pilot and New Programs.** Describe any new or pilot programs initiated
22 during report year.

23 **H. Summary Assessment.** Provide a summary assessment of the overall
24 Refuse, Recyclable Materials, and Compostable Materials program from
25 Contractor's perspective relative to financial and physical status of program.
26 Highlight significant accomplishments and problems.

27 **I. Equipment Inventory.** The annual report shall include a complete
28 inventory of equipment used to provide all services. The inventory shall list all
29 vehicles by manufacturer and model year; all equipment by ID number, date of
30 acquisition and vehicle type.

31 Upon request, Contractor shall provide reports to the City Manager on program status.
32 As requested, biannual presentation shall be made to the City Council updating the City
33 on program status.

34 **8.4 FINANCIAL INFORMATION**

35 On or before June 1st after the close of each fiscal year ending December 31,
36 Contractor shall provide the City with an independent CPA statement of applicable cash
37 receipts for the purpose of verifying and reconciling the franchise fee paid to the City.

38 The financial statements and footnotes shall be prepared in accordance with
39 Generally Accepted Accounting Principles (GAAP) consistently applied and fairly
40 reflecting the results of operation and Contractor's financial condition.

1 **8.5 DIVERSION PROGRAMS**

2 Contractor shall build on the diversion, education and other required programs or
3 actions required by this Agreement, in order to meet the diversion requirements of the
4 California Integrated Waste Management Act of 1989 (Act) (California Public
5 Resources Code Section 40000 et seq.).

6 **8.6 RIGHT TO INSPECT RECORDS**

7 The City shall have the right to inspect or review the income tax returns, payroll
8 tax reports, specific documents or records required pursuant to this Agreement, or any
9 other similar records or reports of the Contractor that City Manager or City Council shall
10 deem, in their sole discretion, necessary to evaluate annual reports, rate review
11 applications provided for in this Agreement, and the Contractor's performance provided
12 for in this Agreement. City shall attempt to maintain the confidentiality of the records
13 and information provided in this paragraph, consistent with the necessity of supporting
14 any recommendations to the City Council. Should City receive a Public Records Act
15 request for this information, it shall notify Contractor and Contractor may take whatever
16 legal action may be available to it to prevent these documents and this information from
17 becoming public.

18 **8.7 INSPECTION BY CITY**

19 The designated representatives of the City shall have the right to observe and
20 review Contractor operations and enter its place(s) of business for the purposes of such
21 observation and review at all reasonable hours with reasonable notice.
22

23 **8.8 PUBLIC/CUSTOMER SERVICE AND ACCESSIBILITY**

24 **8.8.1 OFFICE LOCATION**

25 The Contractor shall maintain an office at 3400 Standish Avenue, Santa
26 Rosa, CA 95407 or such other location that is within the municipal limits of the
27 City as they may choose where payments may be made and shall be open during
28 normal business hours.

29 If the office is located outside of the City of Sebastopol, Contractor must
30 ensure that telephone calls to it from locations within the City are billed as "local
31 calls".

32 **8.8.2 OFFICE HOURS**

33 A representative of the Contractor shall be available from 8 a.m. to 5:30
34 p.m. Monday through Friday and from 8:00 a.m. to 3 p.m. on Saturdays to
35 communicate with the public in person and by telephone. A message machine
36 shall be available for residents to leave a message during non-business hours.
37 Calls shall be returned within twenty-four (24) hours, and messages left on
38 Saturday or Sunday shall be returned no later than the end of the next business
39 day. The office may be closed on Sundays, and designated holidays as described
40 in Exhibit E.

1 **8.8.3 TELEPHONE**

2 Contractor shall install telephone equipment sufficient to handle the
3 volume of calls typically experienced on the busiest days

4 The Contractor shall handle all calls regarding services including, but not
5 limited to, billing, account set-up, missed pickups, Complaints, changes in
6 services, Bin repair, and other such service-related issues.
7

8 **8.9 TITLE TO REFUSE**

9 Once Refuse, Recyclable Materials, and/or Compostable Materials are placed in
10 containers and properly placed at the Collection location, ownership and the right to
11 possession shall transfer directly from the Generator to Contractor by operation of this
12 Agreement. Subject to Contractor's objective to meet the AB 939 diversion goals and
13 City's right to direct Contractor to process and dispose of Refuse at a particular licensed
14 site or to dispose of Refuse at a particular licensed Disposal Site, Contractor is hereby
15 granted the right to retain, recycle, process, dispose of, and otherwise use such Refuse, or
16 any part thereof, in any lawful fashion or for any lawful purpose desired by Contractor.
17 Subject to the provisions of this Agreement, Contractor shall have the right to retain any
18 benefit resulting from its right to retain, recycle, process, dispose of, or re-use the
19 Refuse, which it collects. Refuse, or any part thereof, which is deposited at a Disposal
20 Site, transformation site, Transfer Station, or Processing Facility shall become the
21 property of the Owner or operator of the facility, once deposited there by Contractor.
22 City may obtain ownership or possession of Refuse placed for Collection upon written
23 notice of its intent to do so; however, nothing in this Agreement shall be construed as
24 giving rise to any inference that City has such ownership or possession unless such
25 written notice has been given by City to Contractor.

26 **8.10 NON-DISCRIMINATION**

27 Contractor shall not discriminate in the provision of service or the employment
28 of persons engaged in performance of this Agreement on account of race, color, religion,
29 sex, age, physical handicap, or medical condition in violation of any applicable federal
30 or state law.

31 **8.11 REPORT OF ACCUMULATION OF REFUSE; UNAUTHORIZED DUMPING**

32 Contractor shall direct its drivers to note (1) the addresses of any Premises at
33 which they observe that Refuse, Recyclable Materials, and Compostable Materials is
34 accumulating and is not being delivered for Collection; and (2) the address, or other
35 location description, at which Refuse has been dumped in an apparently unauthorized
36 manner. Contractor shall deliver the address or description to City within five (5)
37 working days of such observation.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38

ARTICLE 9 .
FRANCHISE FEE & OTHER FEES

9.1 FRANCHISE FEE

In consideration of the rights provided Contractor herein, Contractor shall pay to City ten (10) percent of Gross Revenues derived by Contractor from all services provided in City under this Agreement. This fee may be adjusted by City by resolution. Such adjustment shall be reflected in the rates that the Contractor charges and collects from Generators.

9.2 OTHER FEES

The City shall reserve the right to set "other" fees, as it deems necessary. The amount, time and method of payment, and adjustment process will be set similar to Section 7.1 above. This may include a pass-through to pay the City's share of the Sonoma County Waste Management Agency Joint Powers Authority program fees should they no longer be included in landfill tipping fees.

9.3 ADJUSTMENT TO FEES

City may adjust the amount of the fees annually, if necessary, to recover its costs for Refuse-related services and programs. Such adjustment shall be reflected in the rates that the Contractor charges and collects from Generators.

1 such deductibles or self-insured retentions as respects the City, its officials, and
2 employees; or (2) the Contractor shall procure a bond guaranteeing payment of
3 losses and related investigations, claim administration, and defense expenses.

4 **10.2.4 OTHER INSURANCE PROVISIONS**

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

6 **A. General Liability and Automobile Liability Coverage**

7 1) The City, its officials, employees, and volunteers are to be
8 covered as additional insureds as respects (1) liability arising out of
9 activities performed by or on behalf of the Contractor; (2) products and
10 completed operations of the Contractor; (3) Premises owned, leased or
11 used by the Contractor; or (4) automobiles owned, leased, hired or
12 borrowed by the Contractor. The coverage shall contain no special
13 limitations on the scope of protection afforded to the City, its officials,
14 employees, or volunteers.

15 2) The Contractor's insurance coverage shall be primary insurance as
16 respects the City, its officials, employees, and volunteers. Any insurance
17 or self-insurance maintained by the City, its officials, employees, or
18 volunteers shall be excess of the Contractor's insurance and shall not
19 contribute with it.

20 3) Any failure to comply with reporting provisions of the policies
21 shall not affect coverage provided to the City, its officials, employees, or
22 volunteers.

23 4) Coverage shall state that the Contractor's insurance shall apply
24 separately to each insured against whom claim is made or suit is brought,
25 except with respect to the limits of the insurer's liability.

26 **B. All Coverages.** Each insurance policy required by this clause shall be
27 endorsed to state that coverage shall not be suspended, voided, canceled
28 by either party, reduced in coverage or in limits, except after thirty (30)
29 days' prior written notice by certified mail, return receipt requested, has
30 been given to the City.

31 **10.2.5 ACCEPTABILITY OF INSURERS**

32 With the exception of Workers' Compensation Insurance covered by State Fund,
33 the insurance policies required by this section shall be issued by an insurance
34 company or companies authorized to do business in the State of California and
35 with a rating in the most recent edition of Best's Insurance Reports of size
36 category VII or larger and a rating classification of "A" or better.

37 **10.2.6 VERIFICATION OF COVERAGE**

38 Contractor shall furnish Contractor's insurance agent a copy of these
39 specifications and City approved endorsement, and direct the agent to provide the
40 City with certificates of insurance and with original endorsements affecting
41 coverage required by this clause. The endorsements shall be submitted to City on
42 forms provided by the City or on other forms that conform to the City's
43 requirements and are approved the City. Issuance of documentation indicates the

1 Contractor's insurance complies with these provisions. The certificates and
2 endorsements for each insurance policy are to be signed by a Person authorized
3 by that insurer to bind coverage on its behalf. The City reserves the right to
4 require complete, certified copies of all required insurance policies and
5 endorsements at any time.

6 **10.2.7 REQUIRED ENDORSEMENTS**

7 A. The Workers' Compensation policy shall contain an endorsement in
8 substantially the following form:
9

10 1) "Thirty (30) days' prior written notice shall be given to the City of
11 Sebastopol in the event of cancellation, reduction in coverage, or non-
12 renewal of this policy. Such notice shall be sent to:

13 City Manager
14 City of Sebastopol
15 7120 Bodega Ave
16 Sebastopol, CA 95472
17

18 B. The Commercial General Liability Business and Automobile Liability
19 policies shall contain endorsements in substantially the following form:

20 1) "Thirty (30) days' prior written notice shall be given to the City of
21 Sebastopol in the event of cancellation, reduction in coverage, or non-
22 renewal of this policy. Such notice shall be sent to:

23 City Manager
24 City of Sebastopol
25 7120 Bodega Ave
26 Sebastopol, CA 95472
27

28 2) "This policy shall be considered primary insurance as respects any
29 other valid and collectible insurance maintained by the City of
30 Sebastopol, including any self-insured retention or program of self-
31 insurance, and any other such insurance shall be considered excess
32 insurance only."

33 3) "Inclusion of the City of Sebastopol as an insured shall not affect
34 the City's rights as respects any claim, demand, suit or judgment brought
35 or recovered against the Contractor. This policy shall protect Contractor
36 and the City in the same manner as though a separate policy had been
37 issued to each, but this shall not operate to increase the Contractor's
38 liability as set forth in the policy beyond the amount shown or to which
39 the Contractor would have been liable if only one party had been named
40 as an insured.
41

1 **ARTICLE 11.**
2 **DEFAULT AND REMEDIES**
3

4 **11.1 EVENTS OF DEFAULT**

5 Each of the following shall constitute an event of default ("Event of Default")
6 hereunder:

7 A. Contractor fails to perform its obligations under this Agreement, or future
8 amendment to this Agreement, and (1) if the failure or refusal of Contractor to
9 perform services as described in Section 5.2, Refuse Service; Section 5.3,
10 Recycling Services; Section 5.4, Compostable Materials Program; or Section 5.5,
11 City Facilities and Event Collection, as required by this Agreement, is not cured
12 within two (2) business days after receiving notice from the City specifying the
13 breach; or (2) in the case of any other breach of the Agreement, the breach
14 continues for more than thirty (30) calendar days after written notice from the
15 City for the correction thereof, provided that where such breach cannot be cured
16 within such thirty- (30) day period, Contractor shall not be in default of this
17 Agreement if Contractor shall have commenced such action required to cure the
18 particular breach within ten (10) calendar days after such notice, and it continues
19 such performance diligently until completed.

20 B. Any representation or disclosure made to City by Contractor in
21 connection with or as an inducement to entering into this Agreement or any
22 future amendment to this Agreement, which proves to be false or misleading in
23 any material respect as of the time such representation or disclosure is made,
24 whether or not any such representation or disclosure appears as part of this
25 Agreement.

26 C. There is a seizure or attachment (other than a pre-judgment attachment)
27 of, or levy affecting possession on, the operating equipment of Contractor,
28 including without limit its vehicles, maintenance, or office facilities, or any part
29 thereof of such proportion as to substantially impair Contractor's ability to
30 perform under this Agreement and which cannot be released, bonded, or
31 otherwise lifted within forty-eight (48) hours excluding weekends and holidays.

32 D. Contractor files a voluntary petition for debt relief under any applicable
33 bankruptcy, insolvency, debtor relief, or other similar law now or hereafter in
34 effect, or shall consent to the appointment of or taking of possession by a
35 receiver, liquidator, assignee (other than as a part of a transfer of equipment no
36 longer useful to Contractor or necessary for this Agreement), trustee (other than
37 as security for an obligation under a deed of trust), custodian, sequestrator (or
38 similar official) of the Contractor for any part of Contractor's operating assets or
39 any substantial part of Contractor's property, or shall make any general
40 assignment for the benefit of Contractor's creditors, or shall fail generally to pay
41 Contractor's debts as they become due or shall take any action in furtherance of
42 any of the foregoing.

43 E. A court having jurisdiction shall enter a decree or order for relief in
44 respect of the Contractor, in any involuntary case brought under any bankruptcy,

1 insolvency, debtor relief, or similar law now or hereafter in effect, or Contractor
2 shall consent to or shall fail to oppose any such proceeding, or any such court
3 shall enter a decree or order appointing a receiver, liquidator, assignee, custodian,
4 trustee, sequestrator (or similar official) of the Contractor or for any part of the
5 Contractor's operating equipment or assets, or orders the winding up or
6 liquidation of the affairs of Contractor.

7 F. Contractor fails to provide reasonable assurances of performance as
8 required under Section 11.7.

9 G. Contractor delivers Refuse to a Disposal Site or Compostable Materials
10 to a Composting Facility other than the specific facilities designated by City,
11 unless Contractor receives written notice from City of a permanent change in
12 designated facility, or City has expressly directed Contractor in writing to
13 temporarily transport Refuse or Compostable Materials to an alternate site due to
14 an inability of City designated facility to accept materials.

15 **11.2 RIGHT TO TERMINATE UPON DEFAULT**

16 Upon the occurrence of a Default by Contractor, the City shall have the right to
17 unilaterally terminate this Agreement upon further ten (10) days' prior notice to
18 Contractor without the need for any hearing, suit or legal action.

19 **11.3 POSSESSION OF PROPERTY UPON TERMINATION**

20 In the event of termination following a Default, the City shall have the right to
21 the use of the Contractors land, to take possession of any and all of Contractor's
22 equipment, and other materials used or useful in the Collection and Transportation of
23 Refuse, Recyclable Materials, or Compostable Materials and the billing and collection of
24 fees for these services and to use such property. The City shall have the right to retain
25 the possession and/or use of such property until other suitable arrangements can be made
26 for the provision of Refuse, Recyclable Materials, or Compostable Materials Collection
27 services, which may include the award of an Agreement to another company. Advance
28 billing revenues collected by Contractor for period of default shall be transferred to City
29 for use in operating collection services until normal operations resume.
30

31 **11.4 CITY'S REMEDIES CUMULATIVE; SPECIFIC PERFORMANCE**

32 The City's right to terminate the Agreement under Section 11.2 and to take
33 possession of the Contractor's properties under Section 11.3 are not exclusive, and the City's
34 termination of the Agreement shall not constitute an election of remedies. Instead, they shall
35 be in addition to any and all other legal and equitable rights and remedies, which the City
36 may have, including the City's right to recovery on the faithful performance bond (described
37 in Section 9.5 of this Agreement) in the Event of Default.

38 By virtue of the nature of this Agreement, the urgency of timely, continuous, and
39 high quality service, the lead time required to effect alternative service, and the rights
40 granted by City to the Contractor, the remedy of damages for a breach hereof by
41 Contractor is inadequate and City shall be entitled to injunctive relief.

1 **11.5 LIQUIDATED DAMAGES**

2 **11.5.1 GENERAL**

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

20 City may reasonably determine the occurrence of events giving rise to
21 liquidated damages through (1) the observation of its own employees or
22 representative, or (2) investigation of customer Complaints.

23 Liquidated damages will only be assessed after Contractor has been given
24 the opportunity but failed to rectify the damages as described in this Agreement.
25 Prior to assessing liquidated damages, City shall give Contractor notice of its
26 intention to do so. The notice will include a brief description of the
27 incident(s)/non-performance. City may review (and receive copies at
28 Contractor's expense) all information in the possession of Contractor relating to
29 incident(s)/non-performance. Contractor may, within ten (10) days after
30 receiving the notice, request a meeting with City. Contractor may present
31 evidence in writing and through testimony of its employees and others relevant to
32 the incident(s)/non-performance. City will provide Contractor with a written
33 explanation of its determination on each incident(s)/non-performance prior to
34 authorizing the assessment of liquidated damages. The decision of whether to
35 assess liquidated damages shall be made by the City Council and shall be final.

36 The Decision to assess liquidated damages and the amount of such
37 assessment shall be made by the City Council and shall be final. Said assessment
38 of liquidated damages shall be reasonably related proportional to the scale of the
39 incident/non-performance

40 **11.6 EXCUSE FROM PERFORMANCE**

41 The parties shall be excused from performing their respective obligations
42 hereunder in the event they are prevented from so performing by reason of floods,
43 earthquakes, other "acts of God," war, civil insurrection, riots, acts of any government
44 (including judicial action), and other similar catastrophic events which are beyond the

1 control of and not the fault of the party claiming excuse from performance hereunder.
 2 Labor unrest, including but not limited to strike, work stoppage or slowdown, sick-out,
 3 picketing, or other concerted job action conducted by Contractor's employees or directed
 4 at Contractor is not an excuse from performance and Contractor shall be obligated to
 5 continue to provide service notwithstanding the occurrence of any or all of such events.
 6 In the case of labor unrest or job action directed at a third party over whom Contractor
 7 has no control, the inability of Contractor to make Collections due to the unwillingness
 8 or failure of the third party to provide reasonable assurance of the safety of Contractor's
 9 employees while making Collections or to make reasonable accommodations with
 10 respect to container placement and point of delivery, time of Collection, or other
 11 operating circumstances to minimize any confrontation with pickets or the number of
 12 Persons necessary to make Collections shall, to that limited extent, excuse performance
 13 and provided further that the foregoing excuse shall be conditioned on Contractor's
 14 cooperation in making Collection at different times and in different locations.

15 The party claiming excuse from performance shall, within two (2) days after such
 16 party has notice of such cause, give the other party notice of the facts constituting such
 17 cause and asserting its claim to excuse under this section.

18 In the event that either party validly exercises its rights under this section, the
 19 parties hereby waive any claim against each other for any damages sustained thereby.

20 The partial or complete interruption or discontinuance of Contractor's services
 21 caused by one or more of the events described in this article shall not constitute a default
 22 by Contractor under this Agreement. Notwithstanding the foregoing, however, (1) the
 23 existence of an excuse from performance will not affect the City's rights under Section
 24 10.1; and (2) if Contractor is excused from performing its obligations hereunder for any
 25 of the causes listed in this section for a period of thirty (30) days or more, other than as
 26 the result of third party labor disputes where service cannot be provided for reasons
 27 described earlier in this section, the City shall nevertheless have the right, in its sole
 28 discretion, to terminate this Agreement by giving ten (10) days' prior notice to
 29 Contractor, in which case the provisions of Section 11.3 will apply.

30 **11.7 RIGHT TO DEMAND ASSURANCES OF PERFORMANCE**

31 If Contractor (1) is the subject of any labor unrest including work stoppage or
 32 slowdown, sick-out, picketing, or other concerted job action; (2) appears in the
 33 reasonable judgment of City to be unable to regularly pay its bills as they become due; or
 34 (3) is the subject of a civil or criminal judgment or order for violation of an
 35 environmental law, and the City Manager determines in good faith that Contractor's
 36 ability to perform under the Agreement has thereby been placed in substantial jeopardy,
 37 the City may, at its option and in addition to all other remedies it may have, demand
 38 from Contractor reasonable assurances of timely and proper performance of this
 39 Agreement, in such form and substance as the City Manager determines in good faith is
 40 reasonably necessary in the circumstances to evidence continued ability to perform under
 41 the Agreement. If Contractor fails or refuses to provide satisfactory assurances of timely
 42 and proper performance in the form and by the date required by City, such failure or
 43 refusal shall be an Event of Default for purposes of Section 11.1.

1 **ARTICLE 12.**
2 **OTHER AGREEMENTS OF THE**
3 **PARTIES**
4

5 **12.1 RELATIONSHIP OF PARTIES**

6 The parties intend that Contractor shall perform the services required by this
7 Agreement as an independent Contractor engaged by City and not as an officer or
8 employee of the City nor as a partner of or joint venture with the City. No employee or
9 agent or Contractor shall be or shall be deemed to be an employee or agent of the City.
10 Except as expressly provided herein, Contractor shall have the exclusive control over the
11 manner and means of conducting the Refuse Collection and Disposal services performed
12 under this Agreement, and all Persons performing such services. Contractor shall be
13 solely responsible for the acts and omissions of its officers, employees, subcontractors,
14 and agents. Neither Contractor, nor its officers, employees, subcontractors, and agents
15 shall obtain any rights to retirement benefits, Workers' Compensation benefits, or any
16 other benefits, which accrue to City employees by virtue of their employment with the
17 City.

18 **12.2 COMPLIANCE WITH LAW**

19 In providing the services required under this Agreement, Contractor shall at all
20 times, at its sole cost, comply with all applicable laws, permits, and licenses of the
21 United States, the State of California, and the City, and with all applicable regulations
22 promulgated by federal, state, regional, or local administrative and regulatory agencies,
23 now in force and as they may be enacted, issued, or amended during the Term.

24 **12.3 GOVERNING LAW**

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

27 **12.4 JURISDICTION**

28 Any lawsuits between the parties arising out of this Agreement shall be brought
29 and concluded in the courts of Sonoma County in the State of California, which shall
30 have exclusive jurisdiction over such lawsuits.

31 With respect to venue, the parties agree that this Agreement is made in and will
32 be performed in Sonoma County.

33 **12.5 GUARANTY OF CONTRACTOR'S PERFORMANCE**

34 A Performance Bond in a form acceptable to the City shall guarantee Contractor's
35 performance of this Agreement. The Guaranty is being provided concurrently with
36 Contractor's execution of this Agreement.

37 **12.6 ASSIGNMENT**

38 Neither party shall assign its rights nor delegate or otherwise transfer its
39 obligations under this Agreement to any other Person without the prior written consent
40 of the other party. Any such assignment made without the consent of the other party

1 shall be void and the attempted assignment shall constitute a material breach of this
2 Agreement. Consent shall not be unreasonably withheld.

3
4 For purposes of this section, "assignment" shall include but not be limited to (i) a
5 sale, exchange, or other transfer of substantially all of Contractor's assets dedicated to
6 service under this Agreement to a third party; (ii) a sale, exchange, or other transfer of 10
7 percent (10%) or more of the outstanding common stock of Contractor or parent
8 company or holding company to a Person other than a direct family member or trust that
9 exclusively benefits family members; (iii) any reorganization, consolidation, merger,
10 recapitalization, stock issuance or re-issuance, voting trust, pooling agreement, escrow
11 arrangement, liquidation or other transaction to which Contractor, parent company, or
12 holding company or any of its shareholders is a party which results in a change of
13 ownership or control of 10 percent (10%) or more of the value or voting rights in the
14 stock of Contractor or a parent company, or holding company; and (iv) any combination
15 of the foregoing (whether or not in related or contemporaneous transactions) which has
16 the effect of any such transfer or change of ownership. For purposes of this section, the
17 term "proposed assignee" shall refer to the proposed transferee(s) or other successor(s) in
18 interest pursuant to the assignment.

19
20 All costs incurred by the City related to Assignment, shall be reimbursed by the
21 Contractor or Assignee prior to final approval of Assignment by the City.

22 **12.7 SUBCONTRACTING**

23 Contractor shall not engage any subcontractors for Collection, Processing, or
24 Disposal of Refuse, Recyclable Materials, and Compostable Materials without the prior
25 written consent of the City.

26 **12.8 BINDING ON SUCCESSORS**

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

29 **12.9 TRANSITION TO NEXT CONTRACTOR**

30 At the point of transition, Contractor will take direction from the City and
31 subsequent Contractor(s) to assist in an orderly transition, which will include Contractor
32 providing route lists and billing information. Contractor will not be obliged to sell
33 Collection vehicles to the next Contractor. Depending on Contractor's circumstances at
34 the point of transition, the Contractor at its option may enter into negotiations with the
35 next Contractor to sell (in part or all) Collection vehicles.

36 In connection therewith, Contractor acknowledges that the provisions of Public
37 Resources Code Sections 49520-49523 have no application to this Agreement and
38 agrees, to the extent such sections may have application, to waive whatever rights they
39 may afford.

40 **12.10 PARTIES IN INTEREST**

41 Nothing in this Agreement, whether express or implied, is intended to confer any
42 rights on any Persons other than the parties to it and their representatives, successors,
43 and permitted assigns.

1 **12.11 WAIVER**

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

8 **12.12 NOTICE**

9 All notices, demands, requests, proposals, approvals, consents, and other
10 communications which this Agreement requires, authorizes, or contemplates all, except
11 as provided in Section 10.1, be in writing and shall either be personally delivered to a
12 representative of the parties at the address below or be deposited in the United States
13 mail, first class postage prepaid, addressed as follows:

14 If to City:

15 City of Sebastopol
16 Attention: City Manager
17 7120 Bodega Ave
18 Sebastopol, CA 95472
19

20 If to Contractor: James Salyers, Vice President
21 Redwood Empire Disposal
22 P.O. Box 1916
23 Santa Rosa, CA 95402
24

25 The address to which communications may be delivered may be changed from
26 time to time by a notice given in accordance with this section.

27 Notice shall be deemed given on the day it is personally delivered or, if mailed,
28 three days from the date it is deposited in the mail.

29 **12.13 REPRESENTATIVES OF THE PARTIES**

30 References in this Agreement to the "City" shall mean the City Council and all
31 actions to be taken by the City shall be taken by the City Council except as provided
32 below. The City Council may delegate authority to the City Manager, or their designee.
33 The Contractor may rely upon actions taken by such delegates if they are within the
34 scope of the authority properly delegated to them.

35 The Contractor shall, by the Effective Date, designate in writing a responsible
36 officer who shall serve as the representative of the Contractor in all matters related to the
37 Agreement and shall inform the City in writing of such designation and of any
38 limitations upon his or her authority to bind the Contractor. The City may rely upon
39 action taken by such designated representative as actions of the Contractor unless they
40 are outside the scope of the authority delegated to him/her by the Contractor as
41 communicated to City.

42
43

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37

IN WITNESS WHEREOF, City and Contractor have executed this Agreement as of the day and year first above written.

ATTEST: CITY OF SEBASTOPOL ("City")

By Mary C. Gandy
City Clerk

By Sarah Glade Gorney
Mayor

APPROVED AS TO FORM:

[Signature]
City Attorney
California

REDWOOD EMPIRE DISPOSAL, INC., a corporation ("Contractor")

By: James R. Salyers
Name: JAMES R. SALYERS
Title: Vice President 12/19/08

By: James R. Salyers
Name: JAMES R. SALYERS
Title: Secretary

**EXHIBIT A
CITY SERVICE LOCATIONS**

Contractor shall provide containers and collection of Refuse, Recyclable Materials and Compostable Materials to all City facilities identified herein. Contractor shall also provide collection of Refuse contained in City-owned cans located throughout the City. Servicing of all City facilities and cans shall be provided at no additional charge to the City.

Corporation Yard	714 Johnson Street
City Hall	7120 Bodega Hwy
Fire Station	7425 Bodega Hwy
Police Station	370 Johnson Street
Senior Center	167 High Street

Ives Park/Pool	7400 Willow
Libby Park	7985 Valentine Ave
Sebastopol Community Center	390 Morris Street
Laguna Park	390 Morris Street

High School District Office	462 Johnson Street
Luther Burbank Farm	7781 Bodega Ave
Sebastopol Regional Library	7140 Bodega Ave

City Cans in downtown area and bus stops

**EXHIBIT B
BATTERY BUCKET LOCATIONS**

Location of Participant	Address	Phone	Location
Fire Station	Bodega Ave		In lobby
City Hall	7120 Bodega Avenue	(707) 823-7863	In lobby
Sebastopol Regional Library	7140 Bodega Ave.	(707) 823-7691	In lobby

City may add up to two additional locations. Contractor shall collect batteries from all locations unless directed by City to collect at one or more centralized locations.

**EXHIBIT C
CITY-SPONSORED EVENTS**

Contractor shall provide solid waste and recycling containers and services to the following events:

- Apple Blossom Festival
- Art/Music Series in the Plaza during the Summer
- Roma Festival
- Sustainability /Solar Fairs sponsored by the City

The City may designate up to six additional City-Sponsored Events per year to receive solid waste and recycling services.

**EXHIBIT D
RECYCLABLE MATERIALS**

The Single Recyclable Materials Stream shall include:

Paper:

- Newspaper
- Corrugated cardboard
- Mixed paper
- Junk mail
- Phone books
- Magazines
- Office Paper
- Computer paper
- Envelopes
- Post-it Notes
- Catalogs
- Manuals
- Colored Paper
- Stationary
- Shredded Paper
- NCR Paper

Glass

- Glass - household food and beverage bottles and jars

Metal

- Aluminum cans
- Metal cans – household food and beverage containers
- Empty aerosol cans
- Lids from Jars

Plastic Containers

- Milk containers
- Soda and water bottles
- Plastic containers – household food and beverage containers
- Yogurt and margarine tubs
- Deli containers

Rigid Plastics Containers

- Recycle Crates
- Laundry baskets
- Five Gallon Buckets
- Plastic lawn furniture

Cartons/Boxes/Bags

- Paper Egg Cartons /Brown paper cartons
- Milk cartons
- Cereal boxes
- Shoe Boxes
- Plastic bags or film (LDPE/HDPE)
- Cracker boxes
- Tissue Boxes
- Frozen Food boxes
- Juice Cartons

**EXHIBIT E
CONTRACTOR HOLIDAY LIST**

Holidays Contractor's Office May Be Closed:

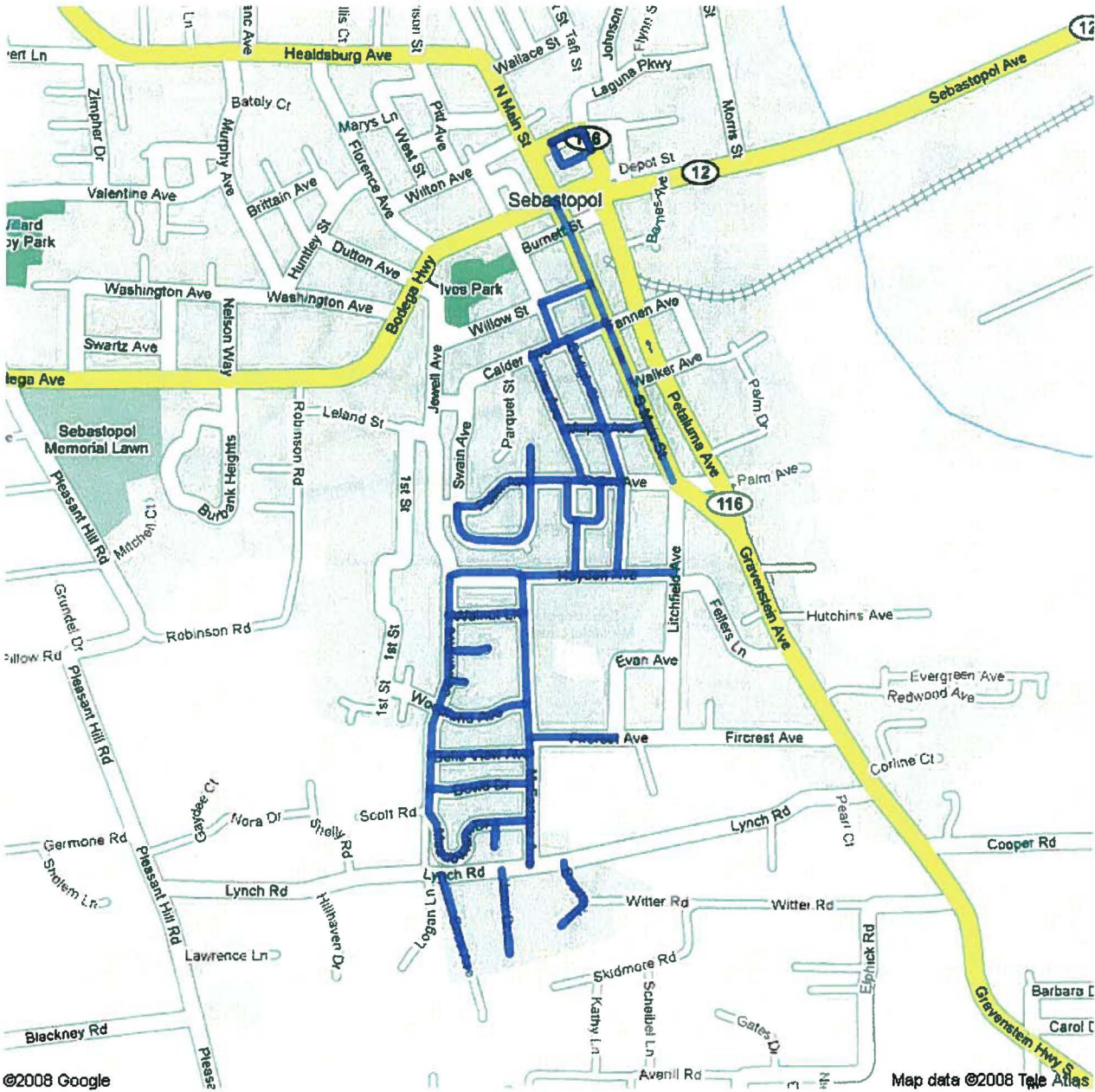
- New Year's Day
- Presidents Day
- Memorial Day
- Fourth of July
- Labor Day
- Thanksgiving Day
- Christmas Day

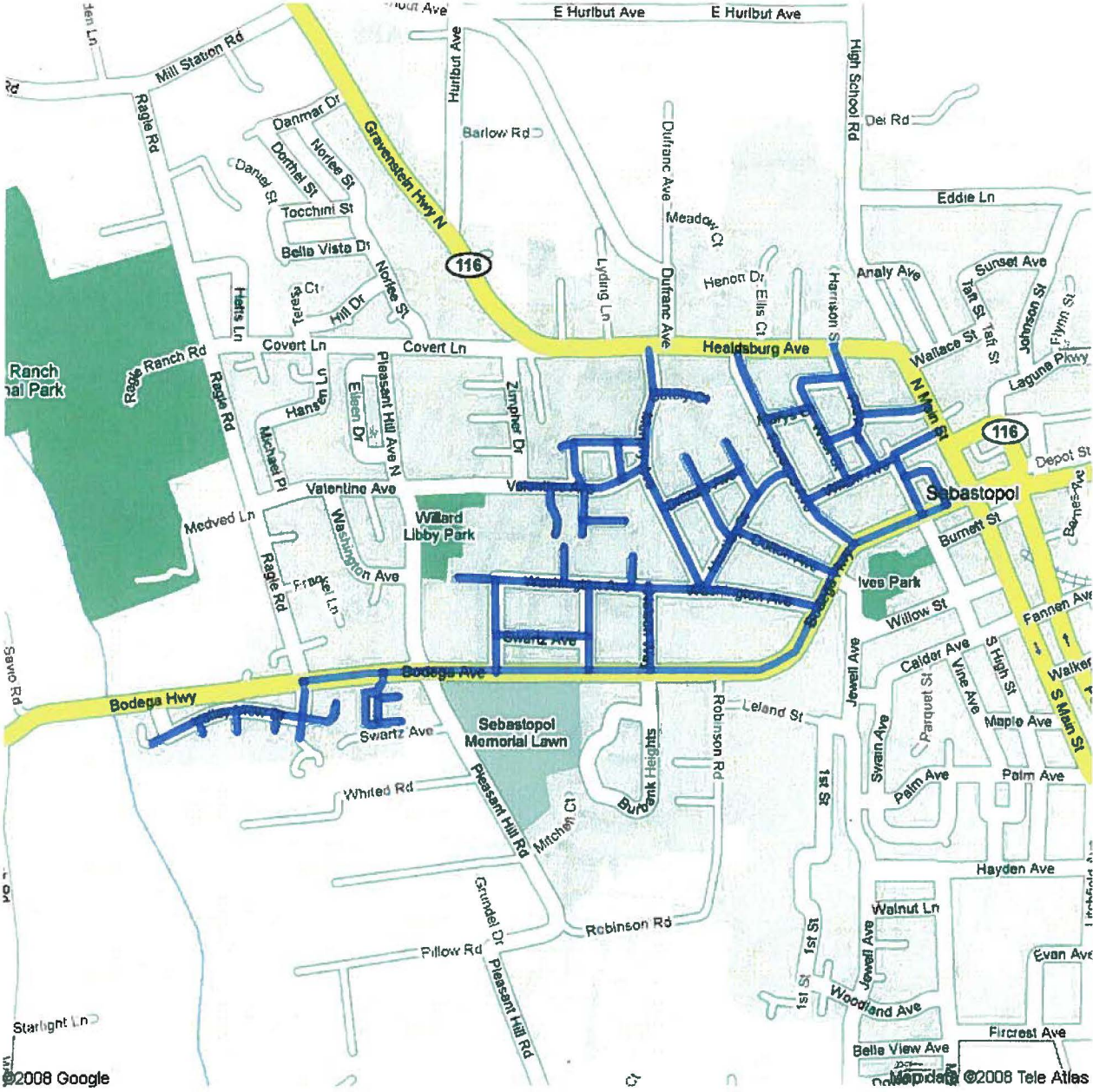
Collection Service Holidays May Be Observed:

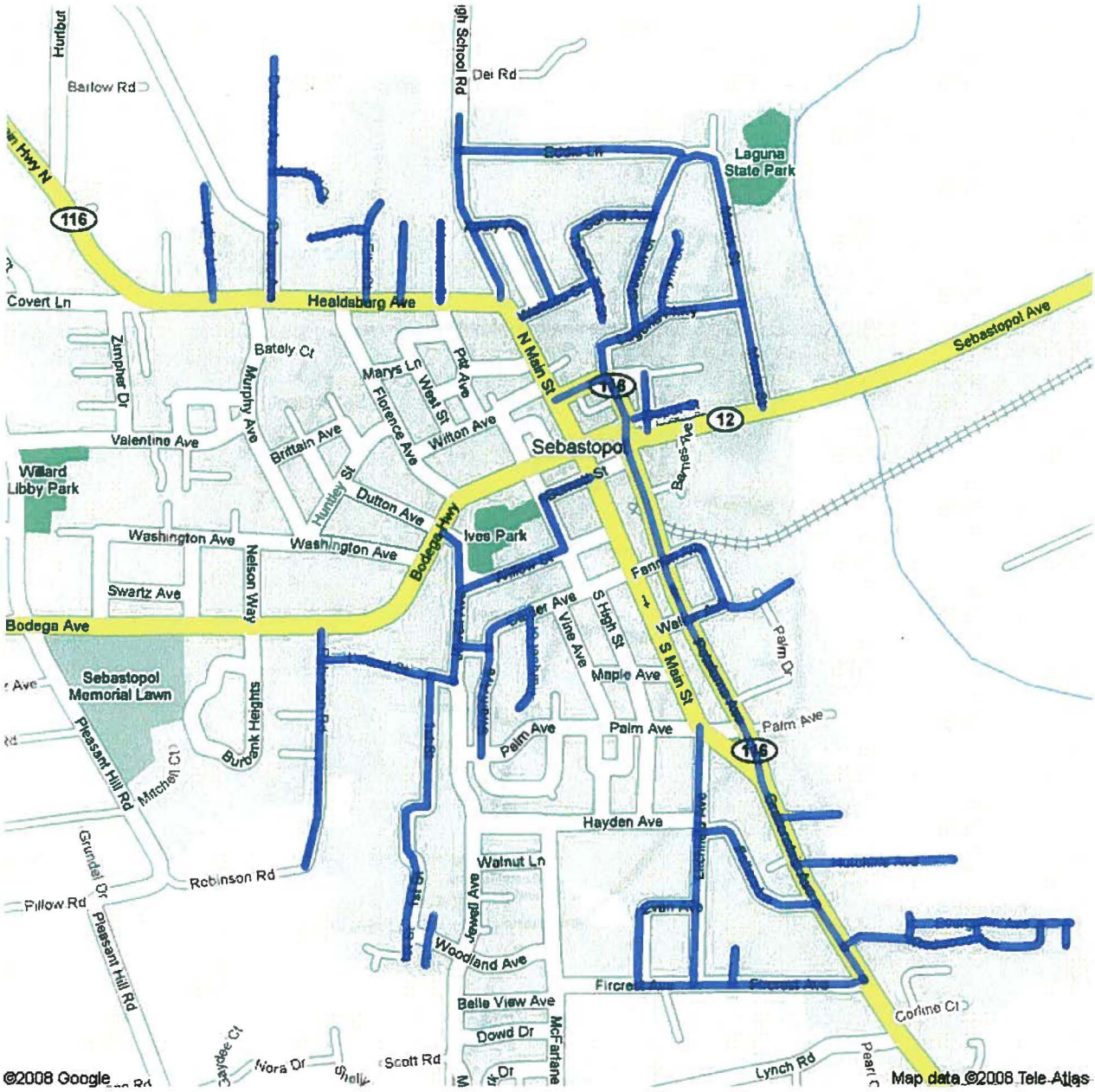
(Some commercial accounts may require Collection on the observed holidays)

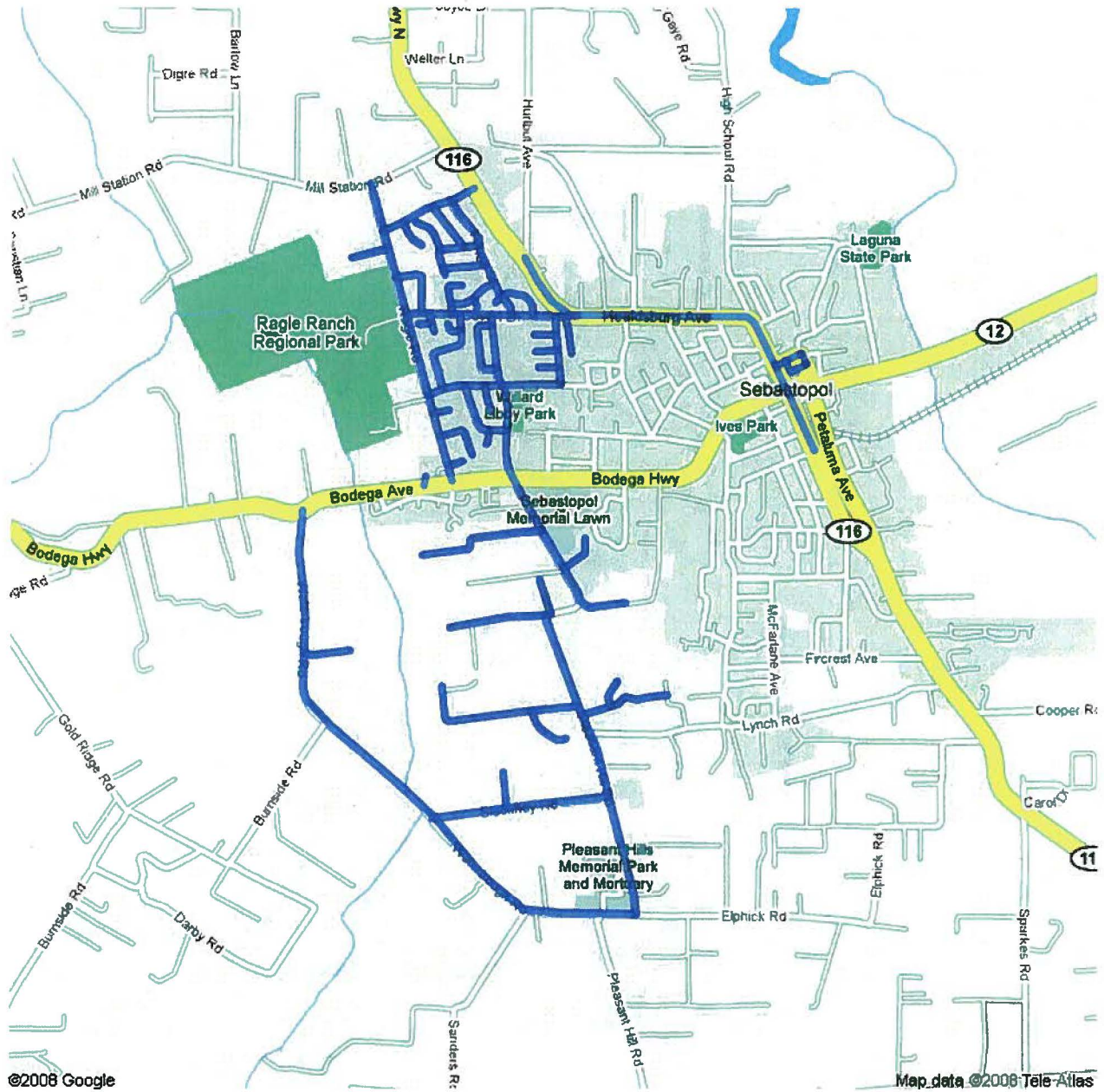
- New Year's Day
- Fourth of July
- Labor Day
- Thanksgiving Day
- ChristmasDay

EXHIBIT F STREET SWEEPING MAPS









**EXHIBIT G
REFUSE RATE FINANCIAL STATEMENT FORM**

Operating Costs

Labor: List all administrative, officer, operation and maintenance salary accounts.

List payroll tax accounts directly related to the above salary accounts.

Fuel List all fuel costs.

Vehicle Replacement: List all Collection and Collection related vehicle depreciation accounts.

List all vehicle lease or rental accounts related to Collection or Collection related vehicles.

Vehicle Maintenance: List all Collection or Collection related vehicle parts accounts.

All Other: List all other expense accounts related to the services provided under this Agreement. This category includes all insurance including general liability, fire, truck damage, extended coverage and employee group medical and life; rent on property, truck licenses and permits; real and personal property taxes; telephone and other utilities; employee uniforms; safety equipment; general yard repairs and maintenance; office supplies; postage; trade association dues and subscription; advertising; employee retirement or profit sharing contributions; and miscellaneous other expenses.

The "Refuse Rate Index" adjustment shall be calculated in the following manner:

1. The expenses of providing Collection Services in the Service Area for the designated fiscal period shall be prepared in the format set forth in the Operating Cost Statement - Description on the following page of this Exhibit.
2. The expenses of providing Collection Services in the Service Area shall be broken down into one of the following five cost categories: Labor; Fuel; Vehicle Replacement; Maintenance and All Other. Each cost category is assigned a weighted percentage factor on that cost category's proportionate share of the total of the costs shown for all cost categories.
3. The following indices are used to calculate the adjustment for each cost category. The change in each index is calculated on a twelve-month fiscal period in accordance with the terms of the Agreement.

<u>Cost Category</u>	<u>Index</u>
----------------------	--------------

Labor: Series ID: cis201s000000000i Service-Producing Industries

Fuel: Series ID: wpu057303; Commodity Code 0573-03 #2 Diesel Fuel

Vehicle Replacement: Series ID: pcu3362113362111 Truck, bus, car and other vehicles bodies, for sale separately

Vehicle Maintenance: Series ID: pcu3339243339243 Parts and attachments for Industrial work trucks

All Other: Series ID: cuur0000sa0 seventy-five percent (75%) of Consumer Price Index, All Urban Consumers, All Items

The percentage weight for each cost category is multiplied by the change in each appropriate index to calculate a weighted percentage for each cost category. The weighted percentage changes for each cost category are added together to calculate the Refuse Rate Index.

CITY OF SEBASTOPOL
 PROPOSED RATES
 EFFECTIVE JANUARY 1, 2009

EXHIBIT H

DESCRIPTION	NEW MONTHLY RATE	Residential Disposal Generation Factor	Solid Waste Disposal Component \$82.00	Collection Component	Franchise Fee Component 10.00%
RESIDENTIAL					
20 GAL CAN 1XWK	\$7.00	0.0175	\$1.44	\$4.86	\$0.70
32 GAL CAN 1XWK	\$12.25	0.0290	\$2.38	\$8.65	\$1.22
64 GAL CAN 1XWK	\$22.50	0.0420	\$3.44	\$16.81	\$2.25
96 GAL CAN 1XWK	\$37.50	0.0740	\$6.07	\$27.68	\$3.75
2 32 GAL CAN 1XWK	\$24.50	0.0580	\$4.76	\$17.30	\$2.44
3 32 GAL CAN 1XWK	\$36.75	0.0870	\$7.13	\$25.95	\$3.67
4 32 GAL CAN 1XWK	\$49.00	0.1160	\$9.51	\$34.60	\$4.89
5 32 GAL CAN 1XWK	\$61.25	0.1450	\$11.89	\$43.25	\$6.11
64 GAL CAN 1XWK	\$22.50	0.0420	\$3.44	\$16.81	\$2.25
2 64 GAL CAN 1XWK	\$45.00	0.0840	\$6.89	\$33.62	\$4.49
3 64 GAL CAN 1XWK	\$67.50	0.1260	\$10.33	\$50.43	\$6.74
2 96 GAL CAN 1XWK	\$75.00	0.1480	\$12.14	\$55.36	\$7.50
TOTAL RESIDENTIAL					
COMMERCIAL					
1.5 YD 1XWK	\$171.19	*	\$53.30	\$100.77	\$17.12
1.5 YD 2XWK	\$298.73	*	\$106.60	\$162.26	\$29.87
2 YD 1XWK	\$202.59	*	\$71.34	\$110.99	\$20.26
2 YD 2XWK	\$353.14	*	\$142.68	\$175.15	\$35.31
3 YD 1XWK	\$281.07	*	\$106.60	\$146.37	\$28.10
3 YD 2XWK	\$491.54	*	\$213.20	\$229.19	\$49.15
3 YD 5XWK	\$1,121.61	*	\$533.00	\$476.46	\$112.15
4 YD 1XWK	\$315.03	*	\$141.86	\$141.67	\$31.50
4 YD 2XWK	\$605.11	*	\$283.72	\$260.88	\$60.51
4 YD 3XWK	\$865.49	*	\$425.58	\$353.37	\$86.54
4 YD 4XWK	\$1,125.82	*	\$567.44	\$445.81	\$112.57
4 YD 5XWK	\$1,386.18	*	\$709.30	\$538.27	\$138.61
6 YD 1XWK	\$395.07	*	\$213.20	\$142.37	\$39.50
6 YD 2XWK	\$734.54	*	\$426.40	\$234.69	\$73.45
6 YD 3XWK	\$1,078.04	*	\$639.60	\$330.65	\$107.79
32 GAL CAN 1XWK	\$24.30	0.0600	\$4.92	\$16.95	\$2.43
64 GAL CAN 1XWK	\$31.71	0.1300	\$10.66	\$17.88	\$3.17
96 GAL CAN 1XWK	\$38.98	0.1900	\$15.58	\$19.50	\$3.90
2 2 YD 1XWK	\$405.18	*	\$142.68	\$221.98	\$40.52
2 3 YD 1XWK	\$562.14	*	\$213.20	\$292.74	\$56.20
2 3 YD 2XWK	\$983.08	*	\$426.40	\$458.38	\$98.30
2 4 YD 1XWK	\$630.06	*	\$283.72	\$283.34	\$63.00
2 4 YD 2XWK	\$1,210.22	*	\$567.44	\$521.76	\$121.02
2 4 YD 3XWK	\$1,730.98	*	\$851.16	\$706.74	\$173.08
2 1.5 YD 1XWK	\$342.38	*	\$106.60	\$201.54	\$34.24
3 2 YD 1XWK	\$607.77	*	\$214.02	\$332.97	\$60.78
3 3 YD 1XWK	\$843.21	*	\$319.80	\$439.11	\$84.30
3 4 YD 2XWK	\$1,890.18	*	\$851.16	\$850.02	\$189.00
2 32 GAL 1XWK	\$48.60	*	\$9.84	\$33.90	\$4.86
2 64 GAL 1XWK	\$63.42	*	\$21.32	\$35.76	\$6.34
2 96 GAL 1XWK	\$77.96	*	\$31.16	\$39.00	\$7.80
3 32 GAL CAN 1XWK	\$72.90	*	\$14.76	\$50.85	\$7.29

CITY OF SEBASTOPOL
 PROPOSED RATES
 EFFECTIVE JANUARY 1, 2009

EXHIBIT H

DESCRIPTION	NEW MONTHLY RATE	Residential Disposal Generation Factor	Solid Waste Disposal Component	Collection Component	Franchise Fee Component
3 96 GAL CAN 1XWK	\$116.94	*	\$82.00		10.00%
4 32 GAL CAN 1XWK	\$97.20	*	\$46.74	\$58.50	\$11.70
4 64 GAL CAN 1XWK	\$126.84	*	\$19.68	\$67.80	\$9.72
4 96 GAL CAN 1XWK	\$155.92	*	\$42.64	\$71.52	\$12.68
4 96 GAL CAN 2XWK	\$311.84	*	\$62.32	\$78.00	\$15.60
5 96 GAL CAN 1XWK	\$194.90	*	\$124.64	\$156.00	\$31.20
7 32 GAL CAN 1XWK	\$170.10	*	\$77.90	\$97.50	\$19.50
8 32 GAL CAN 1XWK	\$194.40	*	\$34.44	\$118.65	\$17.01
9 96 GAL CAN 1XWK	\$350.82	*	\$39.36	\$135.60	\$19.44
3 YD COMPACTOR 2XWK	\$917.94	*	\$140.22	\$175.50	\$35.10
			\$639.60	\$186.55	\$91.79

OTHER RATES

Cleanup Bin (3 days)	\$175.00	*	\$24.60	\$132.90	\$17.50
Extra Yard Waste Cart (per month)	\$11.80				
Replacement Cart (after 1x per year)	\$75.00				
Return Trip Charge	\$15.00				
Cotaminated YW/RRY Cart	\$20.00				
Contaminated RRY Bin (per yard plus \$20.00)	\$54.19				
Push Rate (per trip per 25 feet - bin)	\$44.96				
Walk-in Charge (per trip per 25 feet - cart)	\$7.11				

*Commercial Conversion Factor 200.00 lbs/yd

**EXHIBIT H
RATE SCHEDULE**

RESOLUTION NO. 5724

RESOLUTION ESTABLISHING GARBAGE COLLECTION
RATES PURSUANT TO ORDINANCE NO. 519 OF THE CITY
OF SEBASTOPOL AND REPEALING RESOLUTION NO. 5574

WHEREAS, the City Council of the City of Sebastopol did on January 16, 1967 adopt Ordinance No. 519, providing, among other things, for the establishment of rates for the collection of garbage by resolution.,

NOW, THEREFORE, BE IT RESOLVED that effective on January 1, 2009 the "Proposed Rate/Month" column on the rate schedule attached as "exhibit "A" shall be the approved rates for collection in accordance with the above referred to Ordinance;

BE IT ALSO RESOLVED that resolution No. 5574 is hereby repealed.

IN COUNCIL DULY PASSED this 16th day of December, 2008.

Approved: 
Mayor Sarah Gurney

AYES: Councilmembers Robinson, Wilson, Shaffer, Kelley and Mayor Gurney

NOES: None

ABSTAIN: None

ABSENT: None

Attest: 
City Clerk Mary Gouley

CITY OF SEBASTOPOL
 RATES
 EFFECTIVE JANUARY 1, 2009

DESCRIPTION	CURRENT MONTHLY RATE	NEW MONTHLY RATE
RESIDENTIAL		
20 GAL CAN 1XWK	\$9.85	\$7.00
32 GAL CAN 1XWK	\$14.00	\$12.25
64 GAL CAN 1XWK	\$30.41	\$22.50
96 GAL CAN 1XWK	\$46.91	\$37.50
2 32 GAL CAN 1XWK	\$28.00	\$24.50
3 32 GAL CAN 1XWK	\$42.00	\$36.75
4 32 GAL CAN 1XWK	\$56.00	\$49.00
5 32 GAL CAN 1XWK	\$70.00	\$61.25
64 GAL CAN 1XWK	\$30.41	\$22.50
2 64 GAL CAN 1XWK	\$60.82	\$45.00
3 64 GAL CAN 1XWK	\$91.23	\$67.50
2 96 GAL CAN 1XWK	\$93.82	\$75.00
COMMERCIAL		
1.5 YD 1XWK	\$147.75	\$171.19
1.5 YD 2XWK	\$288.06	\$298.73
2 YD 1XWK	\$179.32	\$202.59
2 YD 2XWK	\$350.96	\$353.14
3 YD 1XWK	\$242.92	\$281.07
3 YD 2XWK	\$475.27	\$491.54
3 YD 5XWK	\$1,172.20	\$1,121.61
4 YD 1XWK	\$306.15	\$315.03
4 YD 2XWK	\$596.67	\$605.11
4 YD 3XWK	\$887.08	\$865.49
4 YD 4XWK	\$1,177.39	\$1,125.82
4 YD 5XWK	\$1,468.08	\$1,386.18
6 YD 1XWK	\$485.88	\$395.07
6 YD 2XWK	\$947.84	\$734.54
6 YD 3XWK	\$1,409.78	\$1,078.04
32 GAL CAN 1XWK	\$15.42	\$24.30
64 GAL CAN 1XWK	\$33.92	\$31.71
96 GAL CAN 1XWK	\$49.34	\$38.98
2 2 YD 1XWK	\$358.64	\$405.18
2 3 YD 1XWK	\$485.84	\$562.14
2 3 YD 2XWK	\$950.54	\$983.08
2 4 YD 1XWK	\$612.30	\$630.08

CITY OF SEBASTOPOL
 RATES
 EFFECTIVE JANUARY 1, 2009

DESCRIPTION	CURRENT MONTHLY RATE	NEW MONTHLY RATE
2 4 YD 2XWK	\$1,193.34	\$1,210.22
2 4 YD 3XWK	\$1,774.16	\$1,730.98
2 1.5 YD 1XWK	\$295.50	\$342.38
3 2 YD 1XWK	\$537.96	\$607.77
3 3 YD 1XWK	\$728.76	\$843.21
3 4 YD 2XWK	\$1,790.01	\$1,890.18
2 32 GAL 1XWK	\$30.84	\$48.60
2 64 GAL 1XWK	\$67.84	\$63.42
2 96 GAL 1XWK	\$98.68	\$77.96
3 32 GAL CAN 1XWK	\$46.26	\$72.90
3 96 GAL CAN 1XWK	\$148.02	\$116.94
4 32 GAL CAN 1XWK	\$61.68	\$97.20
4 64 GAL CAN 1XWK	\$135.68	\$126.84
4 96 GAL CAN 1XWK	\$197.36	\$155.92
4 96 GAL CAN 2XWK	\$394.72	\$311.84
5 96 GAL CAN 1XWK	\$246.70	\$194.90
7 32 GAL CAN 1XWK	\$107.94	\$170.10
8 32 GAL CAN 1XWK	\$123.36	\$194.40
9 96 GAL CAN 1XWK	\$444.06	\$350.82
3 YD COMPACTOR 2XWK	\$475.27	\$917.94

OTHER RATES

Cleanup Bin (3 days)	\$175.00
Extra Yard Waste Cart (per month)	\$11.80
Replacement Cart (after 1x per year)	\$75.00
Return Trip Charge	\$15.00
Cotaminated YW/RRY Cart	\$20.00
Contaminated RRY Bin (per yard plus \$20.00)	\$54.19
Push Rate (per trip per 25 feet - bin)	\$44.96
Walk-in Charge (per trip per 25 feet - cart)	\$7.11
*Commercial Conversion Factor	200.00

EXHIBIT I BULKY ITEM RATE SCHEDULE

For each item after one, subtract \$20 from total cost

<u>ITEM</u>	Collection Component	Disposal Element		TOTAL FEE	
<u>Furniture</u>					
Twin	\$40	\$25	per set	\$65	per set
Double/ Full	\$40	\$25	per set	\$65	per set
Queen	\$40	\$25	per set	\$65	per set
King	\$40	\$25	per set	\$65	per set
Bed Frame	\$40	\$10		\$50	
Couch (under 6 ft.)	\$40	\$10		\$50	
Upholstered Chairs	\$40	\$10		\$50	
Wooden Chairs	\$40	\$10		\$50	
Dinette Tables	\$40	\$10		\$50	
<u>Household Items</u>					
Rug (9x12)	\$40	\$10		\$50	
Vacuum	\$40	\$10		\$50	
<u>Appliances</u>					
Water Heater 35 Gal	\$40	\$10		\$50	
Water Heater 40-50 Gal	\$40	\$10		\$50	
Water Heater 100 Gal	\$40	\$10		\$50	
Oven	\$40	\$15		\$55	
Oven (Stove top)	\$40	\$15		\$55	
Oven-Stove Unit	\$40	\$15		\$55	
Microwave	\$40	\$10		\$50	
Garbage Compactor	\$40	\$10		\$50	
Dishwasher	\$40	\$10		\$50	
Fridge	\$40	\$25		\$65	
Freezer	\$40	\$25		\$65	
Air Conditioner	\$40	\$25		\$65	
Washing Machine	\$40	\$15		\$55	
Dryer	\$40	\$15		\$55	
<u>Building Materials</u>					
Household Doors	\$40	\$10		\$50	
Sink	\$40	\$10		\$50	
Toilets	\$40	\$10		\$50	
Windows (less than 3' by 4' only)	\$40	\$10		\$50	
<u>Yard & Garden</u>					
Gas Mower (must be drained of gas & oil)	\$40	\$10		\$50	
BBQ	\$40	\$10		\$50	
Ping Pong Table	\$40	\$10		\$50	
Exercise Bike	\$40	\$10		\$50	
Swing Sets	\$40	\$10		\$50	
Bike	\$40	\$10		\$50	
<u>Electronics</u>					
Computer Monitor	\$40	\$10		\$50	
Television	\$40	\$10		\$50	
Large screen Television	\$50	\$10		\$60	

ConsoleTelevision	\$50	\$10	\$60	
Stereo Equipment	\$40	\$10	\$50	
VCR/Home Entertainment	\$40	\$10	\$50	
Printer/Fax	\$40	\$10	\$50	
Copier (table top)	\$40	\$10	\$50	
			\$100	
Copier (stand alone)	\$40	\$75	min	
		price	price	
Oversize office equipment	\$50	varies	varies	
<u>Car Parts</u>				
Engine Block (completely drained of fluids)	\$40	\$10	\$50	
Car Seat	\$40	\$10	\$50	
Bumper/Grill etc	\$40	\$10	\$50	
Passenger vehicle tire	\$40	\$10	\$50	
			special	pricing
Truck or tractor tire			applies	
<u>Additional Items</u>				
Items under 60#	\$40	\$10	\$50	
		price	price	
Items over 60#	\$50	varies	varies	
		price	price	
Items requiring special handling or disposal	\$50	varies	varies	

**EXHIBIT J
EQUIPMENT INVENTORY (as of January 1, 2009)**

VEH #	YEAR	MAKE	TYPE	VIN	LIC #
906R	1998	VOLVO	AUTOMATED	4VMDCMHE0WN747517	7J89320
900R	1999	VOLVO	AUTOMATED	4VMDCMHE0XN765369	5W1703 4
205R	1999	VOLVO	FRONTLOADER	4VMDCMHE0XN768188	7P68315
104R	1988	FORD	SWEEPER	1FDWR72P6JVA56608	2NQJ178
702R	1999	VOLVO	ROLL-OFF	4VHJCMGF3XN867678	7P68060

9001	2006	STERLING	SPLITBODY	49HHBVCY06RW11404	8D20761
9002	2006	STERLING	SPLITBODY	49HHBVCY66RW11407	8E51428

**Attachment 10:
Existing Rate Sheet for City of Sebastopol Solid Waste
Services**

Sebastopol Rate Application - Rate Table

Rates Effective 7/1/2024

Sebastopol Refuse Rate Index Calculation

These are the rates to be effective July 1, 2024 based on the current franchise agreement rate change methodology.

	7/1/23 Monthly Rate	Residential Disposal Generation Factor	Solid Waste Disposal Component incl. Gate Rate	Organics ** Processing Fee Increase Component	Rate Collection Component	Utility Users' Tax Component	Franchise Fee Component	7/1/24 Monthly Rate
			\$164.92	8.65%	1.87%	3.75%	10.00%	
Residential								
20 G Can 1X Week	\$ 16.83	0.018	\$ 2.89	\$ 2.25	\$ 9.99	\$ 0.57	\$ 1.74	\$ 17.44
32 G Can 1X Week	29.43	0.029	4.78	3.92	17.74	0.99	3.05	30.48
64 G Can 1X Week	53.79	0.042	6.93	7.16	34.17	1.81	5.56	55.63
96 G Can 1X Week	89.74	0.074	12.20	11.93	56.41	3.02	9.28	92.84
2 - 32 G Can 1X Week	58.88	0.058	9.57	7.84	35.48	1.98	6.10	60.97
3 - 32 G Can 1X Week	88.23	0.087	14.35	11.76	53.17	2.97	9.14	91.39
4 - 32 G Can 1X Week	117.63	0.116	19.13	15.68	70.88	3.96	12.18	121.83
5 - 32 G Can 1X Week	147.08	0.145	23.91	19.60	88.64	4.96	15.23	152.34
64 G Can 1X Week	53.79	0.042	6.93	7.16	34.17	1.81	5.56	55.63
2 - 64 G Can 1X Week	107.60	0.084	13.85	14.30	68.38	3.62	11.13	111.28
3 - 64 G Can 1X Week	161.38	0.126	20.78	21.45	102.54	5.43	16.69	166.89
2 - 96 G Can 1X Week	179.47	0.148	24.41	23.87	112.77	6.04	18.57	185.66
Commercial								
1.5 YD 1X Week	\$ 352.52	*	\$ 107.20		\$ 208.58	\$ 11.84	\$ 36.40	\$ 364.02
1.5 YD 2X Week	617.60	*	214.40		339.89	20.79	63.90	638.98
1.5 YD 3X Week	889.24	*	321.60		477.00	29.95	92.06	920.61
1.5 YD 4X Week	1,195.83	*	428.80		644.99	40.27	123.78	1,237.84
1.5 YD 5X Week	1,503.26	*	536.00		813.72	50.61	155.59	1,555.92
2 YD 1X Week	418.06	*	142.93		232.17	14.07	43.24	432.41
2 YD 2X Week	731.88	*	285.86		372.23	24.68	75.86	758.63
2 YD 3X Week	1,058.02	*	428.79		523.18	35.70	109.74	1,097.41
2 YD 4X Week	1,527.41	*	571.72		800.72	51.47	158.21	1,582.12
2 YD 5X Week	1,897.69	*	714.65		990.68	63.95	196.59	1,965.87
3 YD 1X Week	582.21	*	214.39		308.60	19.61	60.29	602.89
3 YD 2X Week	1,023.04	*	428.78		492.28	34.54	106.18	1,061.78
3 YD 3X Week	1,461.09	*	643.17		673.48	49.37	151.78	1,517.80
3 YD 4X Week	1,900.50	*	857.56		855.90	64.25	197.52	1,975.23
3 YD 5X Week	2,342.72	*	1,071.95		1,040.80	79.23	243.55	2,435.53
3 YD 6X Week	2,789.01	*	1,286.34		1,229.29	94.34	290.00	2,899.97
4 YD 1X Week	657.24	*	285.86		306.28	22.21	68.26	682.61
4 YD 2X Week	1,264.48	*	571.72		568.37	42.75	131.43	1,314.27
4 YD 3X Week	1,812.23	*	857.58		777.90	61.33	188.53	1,885.34
4 YD 4X Week	2,359.90	*	1,143.44		987.34	79.90	245.63	2,456.31
4 YD 5X Week	2,819.41	*	1,429.30		1,118.89	95.56	293.75	2,937.50
4 YD 6X Week	3,348.92	*	1,715.16		1,312.30	113.53	349.00	3,489.99
6 YD 1X Week	806.42	*	428.79		300.85	27.36	84.11	841.11
6 YD 2X Week	1,509.70	*	857.58		510.55	51.30	157.71	1,577.14
6 YD 3X Week	2,220.41	*	1,286.37		726.82	75.49	232.08	2,320.76
6 YD 4X Week	2,930.73	*	1,715.16		942.75	99.67	306.40	3,063.98
6 YD 5X Week	3,644.18	*	2,143.95		1,161.43	123.95	381.04	3,810.37
Commercial (continued)								
20 G Can 1X Week	29.26	0.04	6.18		19.92	0.98	3.01	30.09
32 G Can 1X Week	46.82	0.06	9.90		31.88	1.57	4.82	48.17
64 G Can 1X Week	62.53	0.13	21.44		34.68	2.10	6.47	64.69
64 G Can 2X Week	125.07	0.26	42.88		69.34	4.21	12.94	129.37
96 G Can 1X Week	91.37	0.19	31.33		50.65	3.07	9.45	94.50
2 - 2 YD 1X Week	836.10	*	285.86		464.33	28.13	86.48	864.80
2 - 3 YD 1X Week	1,164.50	*	428.78		617.28	39.23	120.59	1,205.88
2 - 3 YD 2X Week	2,046.11	*	857.56		984.57	69.08	212.36	2,123.57
2 - 4 YD 1X Week	1,314.48	*	571.72		612.55	44.41	136.52	1,365.20
2 - 4 YD 2X Week	2,528.96	*	1,143.44		1,136.74	85.51	262.85	2,628.54
2 - 4 YD 3X Week	3,624.50	*	1,715.16		1,555.82	122.66	377.07	3,770.71

Sebastopol Rate Application - Rate Table

Rates Effective 7/1/2024

Sebastopol Refuse Rate Index Calculation

These are the rates to be effective July 1, 2024 based on the current franchise agreement rate change methodology.

	7/1/23 Monthly Rate	Residential Disposal Generation Factor	Solid Waste Disposal Component incl. Gate Rate	Organics ** Processing Fee Increase Component	Rate Collection Component	Utility Users' Tax Component	Franchise Fee Component	7/1/24 Monthly Rate
			\$164.92	8.65%	1.87%	3.75%	10.00%	
2 - 4 YD 4X Week	4,715.31	*	2,286.88		1,970.73	159.66	490.81	4,908.08
2 - 1.5 YD 1X Week	705.06	*	214.40		417.17	23.68	72.81	728.06
3 - 2 YD 1X Week	1,254.13	*	428.79		696.49	42.20	129.72	1,297.20
3 - 3 YD 1X Week	1,746.76	*	643.17		925.93	58.84	180.88	1,808.82
3 - 4 YD 2X Week	3,943.46	*	1,715.16		1,837.68	133.23	409.56	4,095.63
4 - 2 YD 1X Week	1,674.39	*	571.72		930.60	56.34	173.18	1,731.84
4 - 3 YD 1X Week	2,328.93	*	857.56		1,234.50	78.45	241.17	2,411.68
5 - 3 YD 1X Week	2,911.20	*	1,071.95		1,543.16	98.07	301.46	3,014.64
2 - 32 G 1X Week	93.61	*	19.80		63.71	3.13	9.63	96.27
2 - 64 G 1X Week	125.03	*	42.88		69.31	4.21	12.93	129.33
2 - 96 G 1X Week	155.36	*	62.66		77.11	5.24	16.11	161.12
3 - 32 G Can 1X Week	140.44	*	29.70		95.59	4.70	14.44	144.43
3 - 96 G Can 1X Week	233.11	*	93.99		115.72	7.86	24.17	241.74
4 - 32 G Can 1X Week	187.21	*	39.60		127.42	6.26	19.25	192.53
4 - 64 G Can 1X Week	250.07	*	85.76		138.63	8.41	25.87	258.67
4 - 96 G Can 1X Week	310.79	*	125.32		154.27	10.48	32.23	322.30
4 - 96 G Can 2X Week	621.54	*	250.64		308.51	20.97	64.46	644.58
5 - 96 G Can 1X Week	388.50	*	156.65		192.85	13.11	40.29	402.90
7 - 32 G Can 1X Week	327.63	*	69.30		222.99	10.96	33.69	336.94
8 - 32 G Can 1X Week	374.46	*	79.20		254.87	12.53	38.51	385.11
9 - 96 G Can 1X Week	699.28	*	281.97		347.11	23.59	72.52	725.19
2 YD Compactor 1X Week	759.91	*	428.79		259.75	25.82	79.37	793.73
2 YD Compactor 2X Week	1,519.86	*	857.58		519.53	51.64	158.75	1,587.50
3 YD Compactor 2X Week	1,953.76	*	1,286.34		491.18	66.66	204.91	2,049.09
Other Rates								
Cleanup Bin (3 days)	\$ 355.10		\$ 49.51		\$ 266.25	\$ 11.84	\$ 36.40	\$ 364.00
Extra Recycling Cart (per month)	27.63				24.42	0.92	2.82	28.16
Extra Yard Waste Cart (per month)	32.34			4.19	24.65	1.08	3.32	33.24
Extra Recycling Bin (per month)	165.66				146.39	5.49	16.88	168.76
Extra Yard Waste Bin (per month)	194.16			25.14	148.00	6.49	19.96	199.59
Replacement Cart (after 1x per year)	166.99				147.57	5.53	17.01	170.11
Replacement Bin (after 1x per year)	500.96				442.69	16.60	51.03	510.32
Return Trip Charge	33.40				29.51	1.11	3.40	34.02
Contaminated YW/RRY Cart	44.54				39.36	1.48	4.54	45.38
Contaminated RRY/ORG Bin (per yard)	120.64				106.62	4.00	12.29	122.91
Overflowing Cart Charge	10.18	0.03	4.78	3.92	0.72	0.35	1.09	10.86
Overflowing Bin Charge	128.20		107.20		10.35	4.41	13.55	135.51
Push Rate (per trip per 25 feet - bin)	100.09				88.44	3.32	10.20	101.96
Walk-in Charge (per trip per 25 feet-cart)	15.82				13.99	0.52	1.61	16.12
Lock Charge (per lock)	15.20				13.44	0.50	1.55	15.49
Extra Bags	6.63				5.86	0.22	0.68	6.76
Extra 1 YD	70.42		16.49		46.39	2.36	7.25	72.49
Extra 2 YD	138.87		32.98		91.03	4.65	14.30	142.96
Extra 3 YD	174.68		49.47		106.84	5.86	18.02	180.19
Extra 4 YD	190.07		65.96		104.60	6.40	19.66	196.62
Extra 1.5 YD	124.57		24.74		86.31	4.16	12.80	128.01
Extra 6 YD	226.53		98.94		105.14	7.65	23.53	235.26
10-40 Yard Box (pull rate only)	\$ 642.80				\$ 568.04	\$ 21.30	\$ 65.48	\$ 654.82
10-40 Yard Compactor (pull rate only)	788.76				697.01	26.14	80.35	803.50
Trip Charge (for service with no dump)	321.40				284.01	10.65	32.74	327.40
Compactor Cleaning Charge	642.80				568.04	21.30	65.48	654.82

Sebastopol Rate Application - Rate Table

Rates Effective 7/1/2024

Sebastopol Refuse Rate Index Calculation

These are the rates to be effective July 1, 2024 based on the current franchise agreement rate change methodology.

7/1/23 Monthly Rate	Residential Disposal Generation Factor	Solid Waste Disposal Component incl. Gate Rate	Organics ** Processing Fee Increase Component	Rate Collection Component	Utility Users' Tax Component	Franchise Fee Component	7/1/24 Monthly Rate
---------------------------	---	---	--	---------------------------------	------------------------------------	-------------------------------	---------------------------

Relocation Fee	321.40	\$164.92	8.65%	1.87%	3.75%	10.00%	327.40
Monthly Box Rental (if no dump in month)	228.07			201.54	7.56	23.23	232.33

*Commercial Conversion Factor 200.00 lbs./yd

*On call service not available. Recycling and organics service only available weekly trash service.

Disposal Fee	\$164.92
Utility Users Tax	6.18
Franchise Fee	19.01
Disposal Rate To Be Charged	<u>\$190.11</u>

Sebastopol Rate Application - Rate Table
Rates Effective 7/1/2024

These are the rates to be effective July 1, 2024, based on the current franchise agreement rate change methodology.

Bulky Item Rate Schedule

Tip Fee \$ 155.47

For each item after one, subtract \$25.00 from per item rate.

Category	Item Description	7/1/23				
		Collection	Disposal	UUT	FF	Per Item Rate
Furniture	Twin (per set)	\$ 55.63	\$ 51.71	\$ 4.03	\$ 12.37	\$ 123.74
	Double (per set)	55.63	51.71	4.03	12.37	123.74
	Queen (per set)	55.63	51.71	4.03	12.37	123.74
	King (per set)	55.63	51.71	4.03	12.37	123.74
	Bed Frame	59.28	20.68	3.00	9.22	92.18
	Couch (under 6 feet)	59.28	20.68	3.00	9.22	92.18
	Upholstered Chairs	59.28	20.68	3.00	9.22	92.18
	Wooden Chairs	59.28	20.68	3.00	9.22	92.18
	Dinette Tables	59.28	20.68	3.00	9.22	92.18

Household Items	Rug (9'x12')	\$ 59.28	\$ 20.68	\$ 3.00	\$ 9.22	\$ 92.18
	Vacuum	59.28	20.68	3.00	9.22	92.18

Appliances	Water Heater: 35 gallons	\$ 59.28	\$ 20.68	\$ 3.00	\$ 9.22	\$ 92.18
	Water Heater: 40 - 50 gallons	59.28	20.68	3.00	9.22	92.18
	Water Heater: 100 gallons	59.28	20.68	3.00	9.22	92.18
	Oven	58.07	31.02	3.34	10.27	102.70
	Oven (Stove Top)	58.07	31.02	3.34	10.27	102.70
	Oven - Stove Unit	58.07	31.02	3.34	10.27	102.70
	Microwave	59.28	20.68	3.00	9.22	92.18
	Garbage Compactor	59.28	20.68	3.00	9.22	92.18
	Dishwasher	59.28	20.68	3.00	9.22	92.18
	Refrigerator (including freon)	55.63	51.71	4.03	12.37	123.74
	Freezer (including freon)	55.63	51.71	4.03	12.37	123.74
	Air Conditioner (including freon)	55.63	51.71	4.03	12.37	123.74
	Freon		35.00	1.31	4.03	40.34
	Washing Machine	58.07	31.02	3.34	10.27	102.70
	Dryer	58.07	31.02	3.34	10.27	102.70

Building Materials	Household Doors	\$ 59.28	\$ 20.68	\$ 3.00	\$ 9.22	\$ 92.18
	Sink	59.28	20.68	3.00	9.22	92.18
	Toilet	59.28	20.68	3.00	9.22	92.18
	Windows (less than 3'x4' only)	59.28	20.68	3.00	9.22	92.18

Yard and Garden	Gas Mower (must be drained of gal and oil)	\$ 59.28	\$ 20.68	\$ 3.00	\$ 9.22	\$ 92.18
	Barbeque	59.28	20.68	3.00	9.22	92.18
	Ping Pong Table	59.28	20.68	3.00	9.22	92.18
	Exercise Bike	59.28	20.68	3.00	9.22	92.18
	Swing Sets	59.28	20.68	3.00	9.22	92.18
	Bicycle	59.28	20.68	3.00	9.22	92.18

Tip Fee \$ 164.92

For each item after one, subtract \$25.00 from per item rate.

7/1/24				
Collection	Disposal	UUT	FF	Per Item Rate
\$ 56.67	\$ 54.85	\$ 4.18	\$ 12.86	\$ 128.56
56.67	54.85	4.18	12.86	128.56
56.67	54.85	4.18	12.86	128.56
56.67	54.85	4.18	12.86	128.56
60.39	21.94	3.09	9.49	94.91
60.39	21.94	3.09	9.49	94.91
60.39	21.94	3.09	9.49	94.91
60.39	21.94	3.09	9.49	94.91
60.39	21.94	3.09	9.49	94.91

\$ 60.39	\$ 21.94	\$ 3.09	\$ 9.49	\$ 94.91
60.39	21.94	3.09	9.49	94.91

\$ 60.39	\$ 21.94	\$ 3.09	\$ 9.49	\$ 94.91
60.39	21.94	3.09	9.49	94.91
60.39	21.94	3.09	9.49	94.91
59.16	32.91	3.45	10.61	106.13
59.16	32.91	3.45	10.61	106.13
59.16	32.91	3.45	10.61	106.13
60.39	21.94	3.09	9.49	94.91
60.39	21.94	3.09	9.49	94.91
56.67	54.85	4.18	12.86	128.56
56.67	54.85	4.18	12.86	128.56
56.67	54.85	4.18	12.86	128.56
	35.00	1.31	4.03	40.34
59.16	32.91	3.45	10.61	106.13
59.16	32.91	3.45	10.61	106.13

\$ 60.39	\$ 21.94	\$ 3.09	\$ 9.49	\$ 94.91
60.39	21.94	3.09	9.49	94.91
60.39	21.94	3.09	9.49	94.91
60.39	21.94	3.09	9.49	94.91

\$ 60.39	\$ 21.94	\$ 3.09	\$ 9.49	\$ 94.91
60.39	21.94	3.09	9.49	94.91
60.39	21.94	3.09	9.49	94.91
60.39	21.94	3.09	9.49	94.91
60.39	21.94	3.09	9.49	94.91
60.39	21.94	3.09	9.49	94.91

Sebastopol Rate Application - Rate Table
Rates Effective 7/1/2024

These are the rates to be effective July 1, 2024, based on the current franchise agreement rate change methodology.

Bulky Item Rate Schedule

Tip Fee \$ 155.47

Tip Fee \$ 164.92

For each item after one, subtract \$25.00 from per item rate.

For each item after one, subtract \$25.00 from per item rate.

		7/1/23				
Category	Item Description	Collection	Disposal	UUT	FF	Per Item Rate
Electronics	Computer Monitor	\$ 59.28	\$ 20.68	\$ 3.00	\$ 9.22	\$ 92.18
	Television	59.28	20.68	3.00	9.22	92.18
	Console Television	74.71	20.68	3.58	11.00	109.97
	Stereo Equipment	74.71	20.68	3.58	11.00	109.97
	VCR/Home Entertainment	59.28	20.68	3.00	9.22	92.18
	Printer/Fax	59.28	20.68	3.00	9.22	92.18
	Copier (table top)	59.28	20.68	3.00	9.22	92.18
	Copier (stand alone) minimum charge	43.48	155.12	7.45	22.89	228.94
	Oversized Office Equipment	77.46	price varies			price varies

		7/1/24				
Collection	Disposal	UUT	FF	Per Item Rate		
\$ 60.39	\$ 21.94	\$ 3.09	\$ 9.49	\$ 94.91		
60.39	21.94	3.09	9.49	94.91		
76.11	21.94	3.68	11.30	113.03		
76.11	21.94	3.68	11.30	113.03		
60.39	21.94	3.09	9.49	94.91		
60.39	21.94	3.09	9.49	94.91		
60.39	21.94	3.09	9.49	94.91		
44.29	164.55	7.83	24.07	240.74		
78.91	price varies			price varies		

Car Parts	Engine Block (completely drained of fluids)	\$ 59.28	\$ 20.68	\$ 3.00	\$ 9.22	\$ 92.18
	Car Seat	59.28	20.68	3.00	9.22	92.18
	Bumper/Grill etc.	59.28	20.68	3.00	9.22	92.18
	Passenger Vehicle Tire	59.28	20.68	3.00	9.22	92.18
	Truck or Tractor Tire	59.28	20.68	3.00	9.22	92.18

\$ 60.39	\$ 21.94	\$ 3.09	\$ 9.49	\$ 94.91
60.39	21.94	3.09	9.49	94.91
60.39	21.94	3.09	9.49	94.91
60.39	21.94	3.09	9.49	94.91
60.39	21.94	3.09	9.49	94.91

Additional Items	Items under 60#	\$ 59.28	\$ 20.68	\$ 3.00	\$ 9.22	\$ 92.18
	Items over 60#	77.46	price varies			price varies
	Items requiring special handling or disposal	77.46	price varies			price varies

\$ 60.39	\$ 21.94	\$ 3.09	\$ 9.49	\$ 94.91
78.91	price varies			price varies
78.91	price varies			price varies