

**Attachment 1:  
Draft Solid Waste Collection Agreement**

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**DRAFT SOLID WASTE COLLECTION AGREEMENT**

**Executed Between the  
City of Sebastopol and \_\_\_\_\_**

**This \_\_\_ day of \_\_\_ 2024**

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**Solid Waste Collection Agreement**

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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 **RECITALS**

92  
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.

## OPERATIVE PROVISIONS

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

### **Article 1. Definitions**

131  
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.

## Article 9. Service Unit Types

1290  
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 26<sup>th</sup> 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 26<sup>th</sup> 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



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



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 1<sup>st</sup> 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 30<sup>th</sup> annually, and site visits must  
2546 be completed by November 30<sup>th</sup> 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 31<sup>st</sup> thereafter for the previous Calendar Year. If January 31<sup>st</sup> 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,



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    Diversions 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.





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







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 1<sup>st</sup> 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: \_\_\_\_\_

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3837 Title: \_\_\_\_\_

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

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President

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3840 ATTEST: \_\_\_\_\_

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

3841 City Clerk

3842 APPROVED AS TO FORM

3843 City Attorney

Secretary

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3845 By: \_\_\_\_\_

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**Exhibit 1**  
Maximum Service Rates

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## Exhibit 2 List of City Facilities and Service Levels

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

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### **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.

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**Exhibit 4**  
Transition Plan

***PLACEHOLDER ONLY – ACTUAL EXHIBIT TO BE DEVELOPED BASED ON AWARDED PROPOSAL.***

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## 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

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**Exhibit 6**  
Customer Service Plan

3877 ***PLACEHOLDER EXAMPLE ONLY – ACTUAL EXHIBIT TO BE DEVELOPED BASED***  
3878 ***ON AWARDED PROPOSAL.***

- 3879 1. Overview
- 3880 2. Service Recipient Billing
- 3881 3. Technology Network
- 3882 4. Staffing Levels
- 3883 5. Payment Programs
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## Exhibit 7 Collection Service Operations Plan

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**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
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- 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
<b>Side Loader</b>						
<b>Side Loader</b>						
<b>Front Loader</b>						
<b>Scout Truck</b>						
<b>Flat Bed</b>						

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- f) Reduction of Air Emissions and Wear & Tear on City Streets
- g) Vehicle Technology
- h) Vehicle Appearance
- i) Vehicle Maintenance Program



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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			

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- 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								

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- 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**

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**Exhibit 8**  
Processing and Disposal Facilities

3996 ***PLACEHOLDER EXAMPLE ONLY – ACTUAL EXHIBIT TO BE DEVELOPED BASED***  
3997 ***ON AWARDED PROPOSAL.***

3998 For the purposes of this Draft Agreement, it is assumed that all Garbage and Organic Waste processing  
3999 and disposal facilities are those currently used by the City as per the terms of Waste Delivery Agreement  
4000 by and between City of Sebastopol and Republic Services of Sonoma County, Inc., and the Joint Exercise  
4001 of Powers Agreement for the Sonoma County Waste Management Agency. Refer to the Request for  
4002 Proposals for specifics of those agreements.

4003 There are no post-collection agreements in place that require the use of specific Recyclable Materials  
4004 processing and disposal facilities.  
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## Exhibit 9 Sustainability and Compliance Plan

**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				

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**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										

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**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 %											

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**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

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**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**

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**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**



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## 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

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**Exhibit 12**  
**Battery Bucket Locations**

<b>Location of Facility</b>	<b>Address</b>	<b>Phone</b>	<b>Location of Bucket</b>
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

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City may add up to two additional locations.

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## Exhibit 13

### Street Sweeping Service

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4122 Contractor shall provide street sweeping services to City during the Term in accordance with the terms  
4123 and conditions of the Agreement and this Exhibit.

- 4124 1. **Manner of Service.** Contractor shall provide a Complete Sweep of all Curb Miles on all publicly  
4125 maintained City Streets. Within any curb mile, Contractor shall be responsible for sweeping all  
4126 curbs including median islands and the corners from any cross street intersecting the subject  
4127 street. Contractor shall obey all laws governing the operation of the sweepers on a public street  
4128 and shall perform its operations so that sweepers are traversing their routes in the normal  
4129 direction of traffic.
- 4130 2. **Labor and Materials.** Contractor shall furnish all materials, labor, supervision, and equipment  
4131 necessary to perform all work required for regularly scheduled sweeping of all public streets in the  
4132 City. Within 180 days of the Effective Date, Contractor shall adopt a City-approved street  
4133 sweeping schedule that follows the City-approved refuse collection schedule, including  
4134 adjustments for Holidays. Exceptions resulting from equipment breakdowns shall be immediately  
4135 reported to the City with a catch-up schedule.
- 4136 3. **Unscheduled and Emergency Services.** Contractor shall also provide an annual 200-hour time  
4137 bank for unscheduled sweeping and related services or as otherwise assigned by the City upon  
4138 one (1) Workday's notice. Contractor shall use commercially reasonable efforts to respond to  
4139 emergency incidents, including vehicle accidents, illicit discharges, and other emergencies, within  
4140 two (2) hours or less depending on the severity of the incident. Contractor shall bill City directly  
4141 for unscheduled sweeping and related services provided under this paragraph at an amount to be  
4142 mutually agreed on between City and Contractor prior to the provision of such services.
- 4143 4. **Maps.** Contractor shall provide the street sweeping service route maps to the City Representative  
4144 upon request, within ninety (90) days from receipt of written notice. The maps shall be provided in  
4145 a format that can be posted to the City website.
- 4146 5. **Sweeping Method.** Unsweepable items that impede sweeping, such as palm fronds, rocks,  
4147 trash, and debris, shall be removed from the sweeping path and properly disposed of by the  
4148 operator rather than being driven around. Items that impede sweeping and are immovable, such  
4149 as construction debris and impaired vertical or horizontal clearance by tree limbs, shall be  
4150 reported to the City immediately for correction. Contractor is not responsible for areas missed due  
4151 to parked cars or other personal property. Sweeper operators shall immediately report to  
4152 Contractor and the City all illicit discharges observed during routes. Contractor shall train all  
4153 operators to recognize illicit discharges and stormwater pollution sources prior to work as street  
4154 operators and annually thereafter, using City-approved training materials. Such training shall be  
4155 documented and made available for review by the City.
- 4156 6. **Standing Water/Drainage Problems.** In areas where drainage is a problem, Contractor shall  
4157 make as many passes as necessary to remove debris from standing water. In addition, all sand,  
4158 dirt, rocks, gravel, vegetation, and other sweepable debris shall be removed from the street  
4159 during the sweeping operation. If standing water is over the top of curb, then Contractor shall not  
4160 be required to sweep that specific area. Sweeper operators shall report all areas with drainage  
4161 problems to Contractor and City monthly, or as deemed appropriate by Contractor.
- 4162 7. **Standards of Service.** All areas swept under this Agreement shall be thoroughly cleaned. All  
4163 debris shall be picked up by the sweeper unit and disposed of at Contractor's expense. Sweeping  
4164 shall include the removal of all sand, gravel, dirt, litter, vegetation, and any and all other debris  
4165 that accumulates between sweeps. Curb lines shall be swept along both sides of the roadway, or  
4166 to the edge of pavement where no curb exists, along all curbs on raised medians, over all  
4167 portions of painted medians, painted left and right turn pockets, and all intersection cross gutters.  
4168 Sweeping shall normally require one pass over an area. Contractor shall make additional passes  
4169 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.
  - All private residential streets within the City limits, provided that Contractor obtains access from the homeowners' association on mutually agreeable terms and conditions. Individual homeowners' associations may negotiate directly with Contractor for more frequent street sweeping at the homeowners' association's expense.
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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.

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- 11.4. **Change in Frequency.** The City may direct Contractor to change the frequency of street sweeping for any City street. Contractor shall implement City-directed changes in frequency within fifteen (15) Workdays of receipt of written notice from the City Representative to adjust sweeping frequency. Any changes under this Article shall be 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 streets, commencing no earlier than 4:00 a.m. and terminating no later than 7:30 a.m. Monday through Friday. Street sweeping service shall take only on week days (Monday through Friday). The hours, days, or both of service may be extended due to extraordinary circumstances or conditions with the prior written consent of the City Representative.
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- 4231 12.2. **Residential Streets.** Contractor shall provide street sweeping service on residential streets commencing no earlier than 7:00 a.m. and terminating no later than 2:00 p.m. Street sweeping service shall take only on week days (Monday through Friday). The hours, days, or both of service may be extended due to extraordinary circumstances or conditions with the prior written consent of the City Representative. Sweeping in residential areas shall be coordinated with Integrated Solid Waste Handling Service as-needed to ensure that sweeping occurs after collection of all Solid Waste Carts has been completed on a specific street.
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- 4239 13. **Street Changes.** City and Contractor acknowledge that it may be necessary or desirable to add or delete City streets for which Contractor will provide street sweeping services or to temporarily modify sweeping schedules. City will provide notice of any such changes to Contractor which may be caused by the following:
- 4240  
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- 4243 • Construction or development on or along a street.
  - 4244 • Pavement maintenance activities, including the chip seal program or the slurry seal program.
  - 4245
  - 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 Representative.
  - 4249
- 4250 14. **Street Additions.** As new streets are constructed and accepted by City, City may, at City's sole option, designate such streets as part of the Service Area for the purposes of street sweeping services. If the City Representative designates such streets as part of the Service Area, Contractor shall provide street sweeping service on such streets under the terms and conditions of this Agreement within fifteen (15) workdays of receipt of written notice from the City Representative to begin service. Any changes under this section shall be treated as City-directed changes under Section 30.01.
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- 4257 15. **Street Deletions.** City may require some City streets to be temporarily or permanently removed from the list of scheduled streets for which Contractor provides street sweeping service under this Agreement. Contractor shall immediately cease providing street sweeping service to any City Street upon receipt of written notice from the City Representative to stop such service. When a City Street has been temporarily removed from the list of scheduled streets, Contractor shall resume street sweeping service on such street in the next regularly scheduled cycle following the receipt of written notice from the City Representative to resume service.
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- 4264 16. **Revised Maps.** Contractor shall revise the street sweeping service route maps to show the addition or deletion of City Streets as provided above and shall provide such revised 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.
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- 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.

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- 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.
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- 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.
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- 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.
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- 26.7. City Inspection. All equipment is subject to inspection by the City at any time.
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27. Staffing. All Street Sweeper operators shall abide by the requirements set forth in this Agreement.
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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.
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- 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.
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- 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.
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- 28.3. All Sweepers shall have a GPS tracker located in the trucks, with all data accessible to City staff.
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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.
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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").
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31. Storm Drain Waste Removal Service.
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- 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.
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- 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.

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**Exhibit 14**

**Refuse Rate Index Methodology**

- 4449
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- 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.

<b>Cost Category</b>	<b>Index</b>
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

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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

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## Refuse Rate Financial Statement Form

	<b>Total</b>
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
<b>Total Labor Related-Costs</b>	<b>\$0</b>
Fuel Costs	\$0
Vehicle Replacement	
Collection Vehicle Depreciation	\$0
Collection -related Vehicle Depreciation	\$0
	<b>\$0</b>
Vehicle-Related Maintenance Costs (do not include depreciation)	
Tires & Tubes	\$0
Parts & Supplies (fluid, oil, etc.)	\$0
Other (Please List)	\$0
	\$0
<b>Total Vehicle-Related Maintenance Costs</b>	<b>\$0</b>
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
<b>Total Other Costs</b>	<b>\$0</b>

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