

CITY OF SEBASTOPOL CITY COUNCIL
AGENDA ITEM REPORT FOR MEETING OF: January 7, 2025

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To: Honorable Mayor and City Councilmembers
From: Mary Gourley, Assistant City Manager
Subject: Approval of Solid Waste Collection Agreement with Sonoma County Resource Recovery for garbage, recycling, and organic waste collection services

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RECOMMENDATION:

That the City Council:

1. Authorize the execution of the Solid Waste Collection Agreement (Agreement) for garbage, recyclable materials, and organic waste collection services with Sonoma County Resource Recovery (SCRR) and select one of two approaches regarding solid waste services in the Agreement; and
2. Additionally, authorize the execution of a professional services agreement with R3 Consulting Group, Inc. (R3) to provide the City with consulting services during the transition of solid waste collection services to SCRR. The funding for this contract will be paid by Sonoma County Resource Recovery (SCRR) and will have no fiscal impact on the City of Sebastopol budget.

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RECOMMENDATION:

Authorize the execution of the Solid Waste Collection Agreement (Agreement) for garbage, recyclable materials, and organic waste collection services with Sonoma County Resource Recovery (SCRR) and select one of two approaches regarding solid waste services in the Agreement. Additionally, authorize the execution of a professional services agreement with R3 Consulting Group, Inc. (R3) to provide the City with consulting services to during the transition of solid waste collection services to SCRR. The funding for this contract will be paid by Sonoma County Resource Recovery (SCRR) and will have no fiscal impact on the City of Sebastopol budget.

SUMMARY:

On February 20, 2024, the Council directed City staff to pursue a competitive request for proposals (RFP) process for solid waste collection services provided in the City, selecting R3 to assist the City in conducting the procurement process. On August 6, 2024, the City Council approved creation of an ad hoc committee (Committee) consisting of Councilmembers Maurer and McLewis for the purpose of proposal evaluation and conducting interviews with proposers to the RFP process. At that time, the Committee and City Manager were also authorized to create a Solid Waste Proposals Evaluation Panel (Panel) comprised of the Committee members and key City staff with oversight responsibility for solid waste services. Two proposals were received: one from Recology Sonoma Marin (Recology) and one from Sonoma County Resource Recovery (SCRR). On October 15, 2024, the City Council authorized the Committee and Panel to select a top ranked proposer and to proceed to negotiate an agreement with a top ranked proposer.

Interviews were conducted with each of the proposers. The Committee selected SCRR as the top ranked proposer, and negotiations were initiated. Negotiations with the top ranked proposer, SCRR, have been successfully concluded, and a new Agreement (attached) with SCRR has been finalized. During negotiations, City staff also secured Agreement provision for SCRR to provide \$75,000 in funding to the City to fund the City’s costs of overseeing the transition of solid waste services to SCRR.

BACKGROUND AND DISCUSSION:Current Franchise Collection Agreement

The City's current exclusive solid waste collection agreement, initiated on January 1, 2009, with The Ratto Group, was transferred to Recology Sonoma Marin (Recology) on September 19, 2017. Initially set for 15 years, the term was extended by one year to December 31, 2024, to allow an ad-hoc committee to review Recology's proposal for an extension and negotiate rates and services. The ad-hoc committee and Recology were ultimately unable to reach an agreement on terms suitable for recommendation to the City Council and community. Subsequently, and at the City's request so that the City had sufficient time to conduct the RFP procurement process, Recology agreed to extend the current contract until June 30, 2025. The current solid waste collection services agreement will expire effective June 30, 2025, and the City must make arrangements for solid waste collection services starting July 1, 2025.

Competitive RFP Procurement:

Per Council direction in early 2024, City staff and R3 initiated the competitive RFP process for solid waste collection services effective July 1, 2025. The primary objective of the RFP was to provide the City's residents and businesses with the appropriate level of service, at the highest quality, and at the best rates (per the evaluation criteria set by the City Council on April 2, 2024). Clear RFP specifications and detailed requirements ensured a straightforward and reasonable process, and Council provided suggestions that were incorporated into the RFP document. RFP and Draft Agreement (together referenced as "RFP") were released on June 5, 2024, with proposals due on July 31, 2024.

Proposal Evaluation Process:

Qualifying proposals were received by July 31, 2024, from the following two (2) entities:

1. Recology Sonoma Marin
2. Sonoma County Resource Recovery

Both proposals went through an initial completeness review to check for compliance with RFP requirements. After the initial review, it was determined that both proposals conformed to the City's requirements, and the proposers were invited to interview with the Panel. With R3 providing technical assistance to the Panel, the Panel engaged in a thorough review of proposals and consensus scoring process to rank the proposers, including several meetings to discuss scoring and proposal details.

Proposals were reviewed and scored based on the evaluation criteria established by the City Council:

- Service Rates & Value – 30 points
- Quality of Service & References – 18 points
- Sustainability – 18 points
- Proposed Services, Improvements, & Technology – 13 points
- Community Employment & Partnership – 8 points
- Communication, Outreach, & Customer Service – 8 points
- Financial Ability & Integrity – 5 points

Council authorized the Committee and Panel to select a top ranked proposer and authorized staff to proceed to negotiate a final agreement with a top ranked proposer. The consensus evaluation result was SCRR ranked 1st, with 84 out of 100 points, and Recology ranked 2nd, with 77 out of 100 points, as shown in Table 1, following page.

Table 1: Proposal Evaluation Scores

Maximum Points	Evaluation Criteria	Recology	SCRR
30	Service Rates & Value	20	25
18	Quality of Service & References	14	17
18	Sustainability	17	16
13	Proposed Services, Improvements, & Technology	11	10
8	Community Employment & Partnership	6	7
8	Communication, Outreach, & Customer Service	6	6
5	Financial Ability & Integrity	3	3
100	Total	77	84

The Panel concluded that SCRR demonstrated the best overall ability to meet the City’s needs, highlighted by its expressed commitment to providing individualized service to the City, a highly competitive rate structure benefiting the majority of Sebastopol solid waste subscribers, and strong references from the other community it serves. While Recology showed capability in delivering the requested services and a strong commitment to sustainability, its proposal was less tailored to the City’s specific needs and offered less competitive rates. Additionally, while Recology has expressed a commitment to customer service, SCRR displayed a willingness to further align its offerings to meet the City’s expectations in this area. As a result, the Panel recommends selecting SCRR as the provider best positioned to deliver high-quality, cost-effective services tailored to the City’s unique needs.

Final Agreement Negotiations

Over the period of two months, City staff, with support from R3, negotiated the terms and conditions of a final Agreement with SCRR, with final negotiations concluding December 2024. Negotiations were productive, with the final negotiated Agreement providing key benefits to the City’s residents and businesses, including:

General Terms and Conditions:

- 15-year term from July 1, 2025, through June 30, 2040.
- Two 5-year extensions at City’s option.
- Updated Agreement form, with up-to-date performance and legal standards.
- Bundled rates that include, at minimum, a baseline level of recycling and organics services for all customers, with the flexibility to provide more as needed.
- Preservation of current programs for residents, businesses, and the City.
- Fulfillment of services required for compliance with State laws, including Senate Bill (SB) 1383.
- Responsive to the City’s preference for sustainable fuel alternatives (SCRR’s trucks will use renewable diesel fuel).
- \$200,000 reimbursement of City’s costs for conducting RFP process.

Solid Waste Collection Service Rates and Adjustments:

- Two options for new solid waste collection services rates:
 - Option 1: One-time adjustment effective July 1, 2025, with new rates at an increase of 15.8% compared to current rates, followed by annual indexed rate adjustments in future years (described below).
 - Option 2: Three-year stepped-in adjustments, starting July 1, 2025, with new rates at an increase

of 5% compared to current rates, followed by 9.8% fixed increases on July 1, 2026, and July 1, 2027. Adjustment effective July 1, 2028 would be per the annual indexed rate adjustment plus 2%, with annual adjustments thereafter being only per the annual indexed rate adjustment methodology (described below).

- Annual indexed rate adjustments to solid waste collection service rates (effective July 1, 2026, for Option 1 and effective July 1, 2028, per Option 2) with:
 - Rate compensation to SCRR for collection service adjusted by the national Consumer Price Index (CPI) for water, sewer and trash utility rates (WST), capped at 5%; and
 - Rate compensation for external post-collection for landfill disposal, organics composting, and recyclables processing adjusted based on annual change in tipping fees at the disposal and processing facilities (which are not controlled by SCRR).
- Low Income Discount (\$5 discount per month) to customers enrolled in PG&E's CARE program.
- Limitations on future changes in solid waste collection service rates due to changes in law or extraordinary changes in cost, including a prohibition on any changes in rates if SCRR were not to retain its other existing collection services agreement in Sonoma County with the Town of Windsor.

New and Enhanced Services for Customers and the Community

- NEW curbside holiday tree pickup service for single-family and multi-family customers.
- NEW bulky waste pick-ups for single-family residents included in the monthly rates (new offering is up to two pick-ups per year at no additional charge; residents previously paid directly for this service offering).
- NEW bulky waste pick-up options for multi-family customers, who previously did not have access to this service, also included in the monthly rates (up to two pick-ups per year, coordinated by the property manager, at no additional charge).
- NEW solid waste services and portable toilet event support for City-sponsored events (including events hosted by non-profits), up to \$20,000 annually.
- NEW Citywide abandoned/illegal dumping removal assistance collection within 24 hours of request.
- Enhanced street sweeping services (i.e., now including storm-drain vactoring) services.
- One-time funding for improved downtown waste containers totaling \$25,000.
- Bulky item collection for City facilities (up to two pick-ups per facility per year at no additional charge).
- Concrete Collection at the City's Corporation Yard (up to ten times per year at no additional charge).

Transition Services

Transitioning solid waste collection services requires thoughtful and considerate planning and management. SCRR has committed to ensuring a smooth transition of services, working in collaboration with the City and Recology such that customer needs are carefully handled during the process. This includes, but is not limited to:

- Development of a detailed transition plan (details included in Agreement).
- Frequent planning and management meetings with City staff, effective immediately, to ensure smooth transition of services.
- Extensive outreach to residents and businesses prior to the July 1, 2025, initiation of new services.
- Prompt phone-based customer service during the transition period, including a commitment to increase staffing and enlist an overflow call center as needed to meet any increased demand for phone-based communications.
- Individualized support and container right-sizing for all commercial and multi-family customers.
- \$75,000 reimbursement of City's costs for overseeing transition of solid waste collection services to SCRR (which is recommended to fund the recommended agreement with R3 for additional City capacity and support during the transition).

Taken together, the terms and conditions of the new recommended Agreement with SCRR fulfill the priorities set by the City Council, including:

- Competitive rates for solid waste services for residents and businesses.
- Equitable solid waste collection services that provide multiple means for disposal and recycling.
- Solid waste collection services that meet current regulatory, legal, and performance standards.
- Reimbursement to the City for its costs associated with managing and administering the solid waste collection Agreement, hauler transition, and critical aspects of the solid waste and sanitation system.

Solid Waste Collection Service Rates Proposals

Table 2, below, shows a summary of best and final monthly rate proposals from SCRR and Recology compared to current monthly solid waste rates in the City. The proposed rates shown in Table 2 correspond to Option 1 (one-time rate adjustment effective July 1, 2025, followed by annual indexed rate adjustments in future years). As shown in Table 2, Recology’s Option 1 rate proposal would result in increases in monthly residential rates ranging from 9.9% for large 96-gallon garbage service to 65.7% for small 20-gallon garbage service. For commercial and multi-family customers, Recology’s Option 1 rate proposal would result in increases in monthly rates of 29.3%. In comparison, SCRR’s Option 1 rate proposal will result in increases to monthly garbage rates of 15.8% for all service levels (except for 6-cubic-yard garbage service, to which there are only 6 known subscribers).

Table 2: Comparison of Monthly Rate Proposals to Current Monthly Rates via Option 1

Sector	Garbage Service Level	Current 2024 Rates (7/1/2024)	Recology Increase Over Current Rates (7/1/2025)	Recology Proposed Rates (7/1/2025)	SCRR Increase Over Current Rates (7/1/2025)	SCRR Proposed Rates (7/1/2025)
Residential	20-gal	\$17.44	65.7%	\$28.90	15.8%	\$20.20
	32-gal	\$30.48	11.5%	\$34.00	15.8%	\$35.30
	64-gal	\$55.63	22.2%	\$68.00	15.8%	\$64.43
	96-gal	\$92.84	9.9%	\$102.00	15.8%	\$107.53
Residential (Low Income)	20-gal	\$14.82	56.0%	\$23.12	15.8%	\$17.16
	32-gal	\$25.91	5.0%	\$27.20	15.8%	\$30.01
	64-gal	\$47.29	15.0%	\$54.40	15.8%	\$54.77
	96-gal	\$78.91	3.4%	\$81.60	15.8%	\$91.41
Multi-family	32-gal	\$48.17	29.3%	\$62.27	15.8%	\$55.80
	64-gal	\$64.69	29.3%	\$83.63	15.8%	\$74.92
	96-gal	\$94.50	29.3%	\$122.16	15.8%	\$109.46
	2-cy	\$432.41	29.3%	\$558.99	15.8%	\$500.85
	3-cy	\$602.89	29.3%	\$779.38	15.8%	\$698.31
	4-cy	\$682.61	29.3%	\$882.44	15.8%	\$790.66
Commercial	32-gal	\$48.17	29.3%	\$62.27	15.8%	\$55.80
	64-gal	\$64.69	29.3%	\$83.63	15.8%	\$74.92
	96-gal	\$94.50	29.3%	\$122.16	15.8%	\$109.46
	2-cy	\$432.41	29.3%	\$558.99	15.8%	\$500.85
	3-cy	\$602.89	29.3%	\$779.38	15.8%	\$698.31
	4-cy	\$682.61	29.3%	\$882.44	15.8%	\$790.66
	6-cy	\$841.11	29.3%	\$1,087.33	33.2%	\$1,120.39

For Option 2 (three-year stepped in rate adjustments) the results are similar, as shown in Table 3 (for Recology, below) and Table 4 (for SCRR, on the following page). Table 3 shows Recology proposed three-year stepped-in rate adjustments, demonstrating varying increases for monthly single-family residential rates, and increases for commercial and multi-family rates of 19% on July 1, 2025, 12.3% on July 1, 2026, and 11.9% on July 1, 2027.

Table 3: Comparison of Recology’s Three-Year Monthly Rate Proposal to Current Monthly Rates via Option 2

Sector	Garbage Service Level	Current 2024 Rates (7/1/2024)	Recology Increase (7/1/2025)	Recology Proposed Rates (7/1/2025)	Recology Increase (7/1/2026)	Recology Proposed Rates (7/1/2026)	Recology Increase (7/1/2027)	Recology Proposed Rates (7/1/2027)*
Residential	20-gal	\$17.44	42.7%	\$24.89	21.4%	\$30.22	15.6%	\$34.93
	32-gal	\$30.48	7.5%	\$32.77	7.9%	\$35.35	10.2%	\$38.94
	64-gal	\$55.63	14.5%	\$63.67	10.6%	\$70.39	11.2%	\$78.29
	96-gal	\$92.84	6.4%	\$98.79	7.5%	\$106.17	10.0%	\$116.77
Residential (Low Income)	20-gal	\$14.82	34.3%	\$19.91	21.4%	\$24.18	15.6%	\$27.94
	32-gal	\$25.91	1.2%	\$26.22	7.9%	\$28.28	10.1%	\$31.15
	64-gal	\$47.29	7.7%	\$50.94	10.5%	\$56.31	11.2%	\$62.63
	96-gal	\$78.91	0.1%	\$79.03	7.5%	\$84.94	10.0%	\$93.42
Multi-family	32-gal	\$48.17	19.0%	\$57.34	12.3%	\$64.40	11.9%	\$72.08
	64-gal	\$64.69	19.0%	\$77.00	12.3%	\$86.48	11.9%	\$96.80
	96-gal	\$94.50	19.0%	\$112.48	12.3%	\$126.34	11.9%	\$141.41
	2-cy	\$432.41	19.0%	\$514.69	12.3%	\$578.09	11.9%	\$647.04
	3-cy	\$602.89	19.0%	\$717.61	12.3%	\$806.01	11.9%	\$902.14
	4-cy	\$682.61	19.0%	\$812.50	12.3%	\$912.58	11.9%	\$1,021.43
Commercial	32-gal	\$48.17	19.0%	\$57.34	12.3%	\$64.40	11.9%	\$72.08
	64-gal	\$64.69	19.0%	\$77.00	12.3%	\$86.48	11.9%	\$96.80
	96-gal	\$94.50	19.0%	\$112.48	12.3%	\$126.34	11.9%	\$141.41
	2-cy	\$432.41	19.0%	\$514.69	12.3%	\$578.09	11.9%	\$647.04
	3-cy	\$602.89	19.0%	\$717.61	12.3%	\$806.01	11.9%	\$902.14
	4-cy	\$682.61	19.0%	\$812.50	12.3%	\$912.58	11.9%	\$1,021.43
	6-cy	\$841.11	19.0%	\$1,001.16	12.3%	\$1,124.48	11.9%	\$1,258.60

* SCRR’s three-year stepped-in rate proposal also includes a +2% addition to the July 1, 2028, rates, which will be adjusted by the indexed rate adjustment method described in prior pages and in Article 6 and Exhibit 14 of the recommended Agreement.

Table 4 (on the following page) shows SCRR’s proposed three-year stepped-in rate adjustments, demonstrating increases for all customers (except for 6-cubic-yard garbage services) of 5% on July 1, 2025, 9.8% on July 1, 2026, and 9.8% on July 1, 2027. SCRR’s three-year stepped-in rate proposal also includes a +2% addition to the July 1, 2028, rates, which will be adjusted by the indexed rate adjustment method described in prior pages and in Article 6 and Exhibit 14 of the recommended Agreement.

Table 4: Comparison of SCRR’s Three-Year Monthly Rate Proposal to Current Monthly Rates via Option 2

Sector	Garbage Service Level	Current 2024 Rates (7/1/2024)	SCRR Increase (7/1/2025)	SCRR Proposed Rates (7/1/2025)	SCRR Increase (7/1/2026)	SCRR Proposed Rates (7/1/2026)	SCRR Increase (7/1/2027)	SCRR Proposed Rates (7/1/2027)*
Residential	20-gal	\$17.44	5.0%	\$18.31	9.8%	\$20.10	9.8%	\$22.07
	32-gal	\$30.48	5.0%	\$32.00	9.8%	\$35.14	9.8%	\$38.58
	64-gal	\$55.63	5.0%	\$58.41	9.8%	\$64.13	9.8%	\$70.42
	96-gal	\$92.84	5.0%	\$97.48	9.8%	\$107.03	9.8%	\$117.52
Residential (Low Income)	20-gal	\$14.82	5.0%	\$15.56	9.8%	\$17.08	9.8%	\$18.76
	32-gal	\$25.91	5.0%	\$27.20	9.8%	\$29.87	9.8%	\$32.79
	64-gal	\$47.29	5.0%	\$49.65	9.8%	\$54.52	9.8%	\$59.86
	96-gal	\$78.91	5.0%	\$82.86	9.8%	\$90.98	9.8%	\$99.90
Multi-family	32-gal	\$48.17	5.0%	\$50.58	9.8%	\$55.54	9.8%	\$60.98
	64-gal	\$64.69	5.0%	\$67.92	9.8%	\$74.58	9.8%	\$81.88
	96-gal	\$94.50	5.0%	\$99.23	9.8%	\$108.95	9.8%	\$119.63
	2-cy	\$432.41	5.0%	\$454.03	9.8%	\$498.52	9.8%	\$547.38
	3-cy	\$602.89	5.0%	\$633.03	9.8%	\$695.07	9.8%	\$763.18
	4-cy	\$682.61	5.0%	\$716.74	9.8%	\$786.98	9.8%	\$864.10
Commercial	32-gal	\$48.17	5.0%	\$50.58	9.8%	\$55.54	9.8%	\$60.98
	64-gal	\$64.69	5.0%	\$67.92	9.8%	\$74.58	9.8%	\$81.88
	96-gal	\$94.50	5.0%	\$99.23	9.8%	\$108.95	9.8%	\$119.63
	2-cy	\$432.41	5.0%	\$454.03	9.8%	\$498.52	9.8%	\$547.38
	3-cy	\$602.89	5.0%	\$633.03	9.8%	\$695.07	9.8%	\$763.18
	4-cy	\$682.61	5.0%	\$716.74	9.8%	\$786.98	9.8%	\$864.10
	6-cy	\$841.11	20.8%	\$1,015.65	9.8%	\$1,115.18	9.8%	\$1,224.47

* SCRR’s three-year stepped-in rate proposal also includes a +2% addition to the July 1, 2028, rates, which will be adjusted by the indexed rate adjustment method described in prior pages and in Article 6 and Exhibit 14 of the recommended Agreement.

Overall, and as demonstrated in Tables 2, 3, and 4, SCRR’s rate proposals provide for overall rates that are lower than those proposed by Recology, and result in overall lower rates in comparison to current solid waste rates in the City. For these reasons, the Panel determined that SCRR’s proposed rates offered the best outcome for the majority of Sebastopol customers.

Sonoma County Rate Comparison

Chart 1, on the following page, compares SCRR’s rates at the July 1, 2025, rates for Option 1 (one-time rate adjustment effective July, 2025, followed by annual indexed rate adjustments in future years) for single-family residents to other rates for cities and towns in Sonoma County. It should be noted that many of those rates are subject to annual adjustment in 2025, and as such Chart 1 compares the City’s 2025 rates to the current 2024 rates for most comparable agencies (with Cotati and Healdsburg being the exception, as their rates effective January 1, 2025, are already known). Charts 2 and 3, also on the following pages, demonstrate similar comparisons for commercial and multi-family customers using solid waste carts (Chart 2) and bins (Chart 3).

Chart 1: Comparison of SCRR's Option 1 Single-Family Rates to Current Rates in Sonoma County

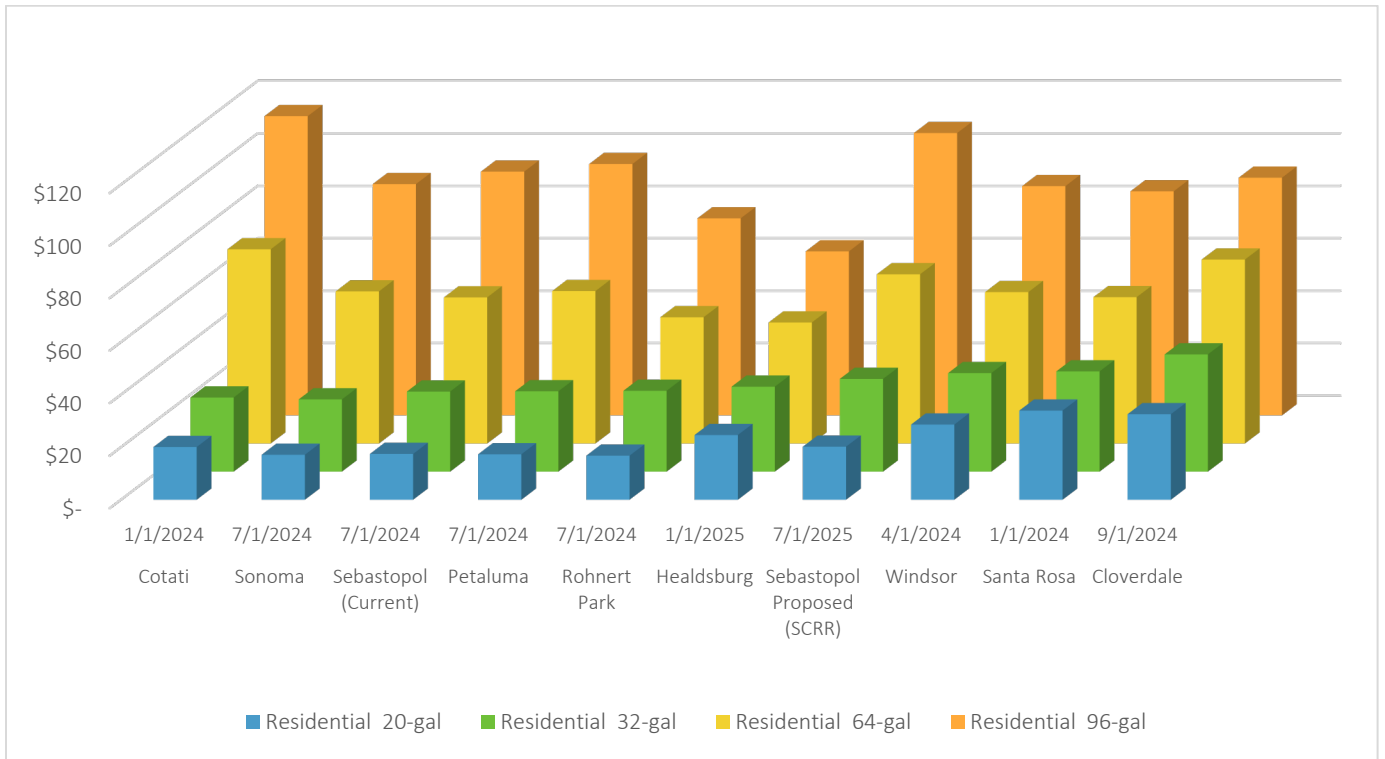


Chart 2: Comparison of SCRR's Option 1 Commercial & Multi-family Cart Rates to Current Rates in Sonoma County

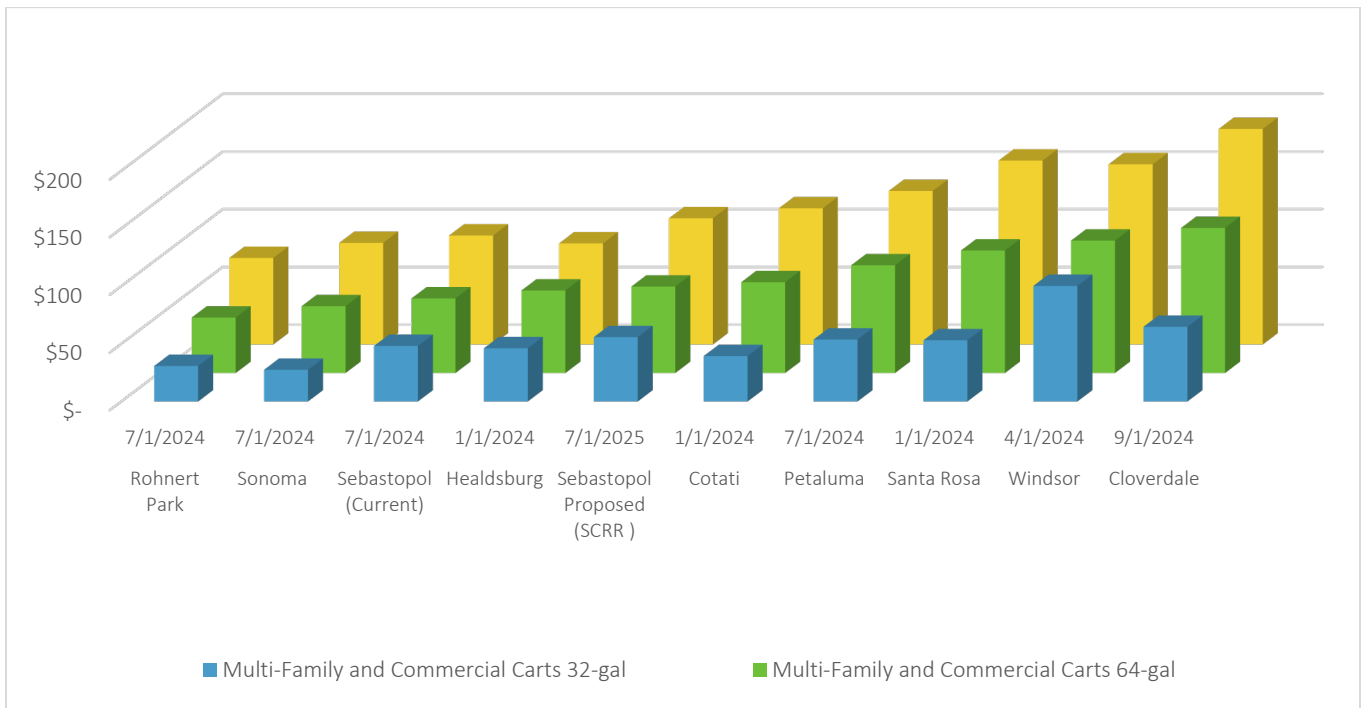
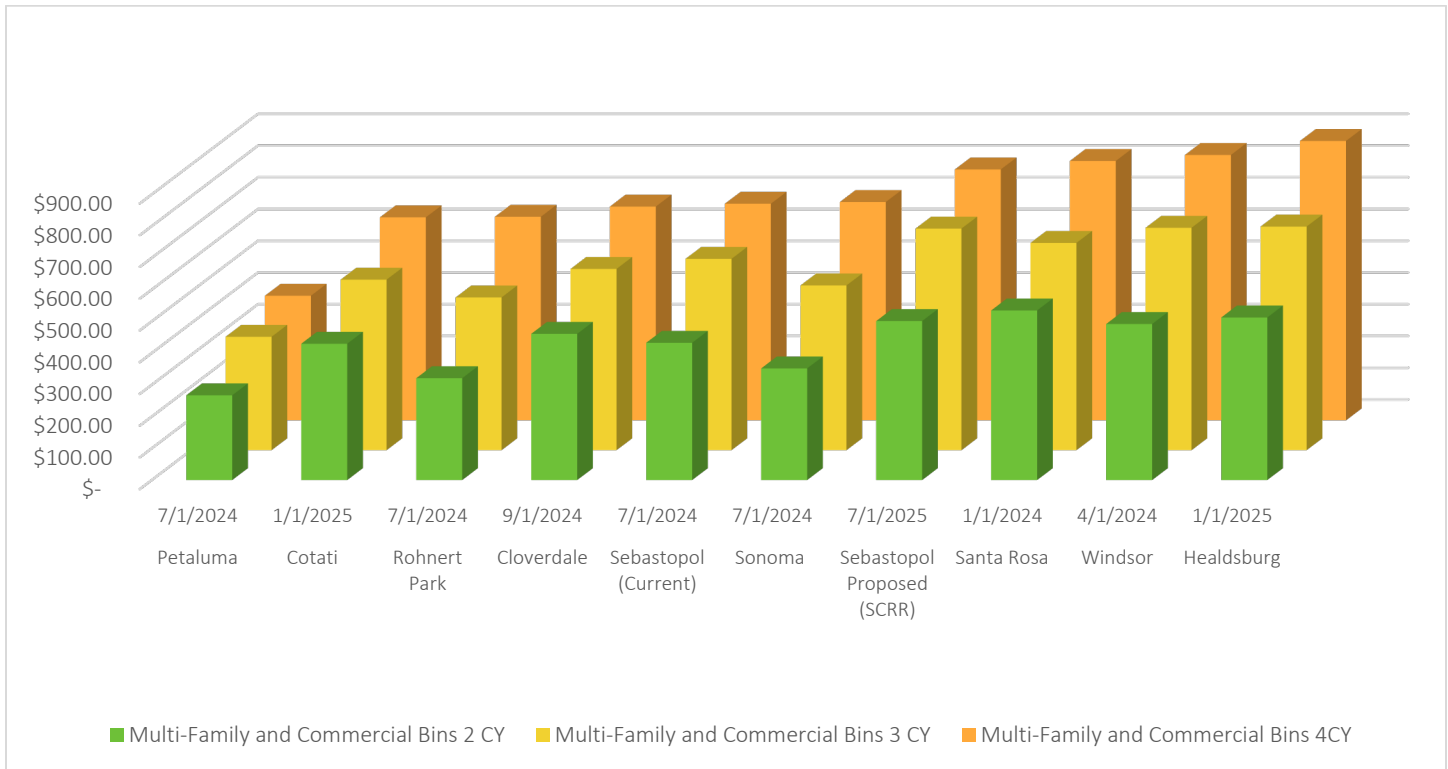


Chart 3: Comparison of SCRR's Option 1 Commercial & Multi-family Bin Rates to Current Rates in Sonoma County



Rate Equity Considerations

The City’s RFP included a provision that solid waste rates for commercial businesses and multi-family dwellings include minimum levels of recycling and organics collection service within the rate for garbage service. Proposers to the RFP were required to address this provision in their rate proposals, and both proposers ultimately did fulfill that requirement. The approach in the RFP (and thus also in the recommended Agreement with SCRR) differs from current practice – while the RFP included the expectation that recycling and organics would be provided within the base garbage rates at minimum levels to achieve compliance with State laws, via current practice, businesses and multi-family dwellings may receive no-charge recycling and organics services each up to 200% of their garbage service. Continuing with this legacy practice is not recommended, for two reasons:

- Maintaining the current practice would have resulted in higher garbage rates for all commercial businesses and multi-family dwellings. In plain terms, continuing with the current practice would require all commercial businesses and multi-family dwellings to pay higher garbage rates to fund the cost for providing no-charge recycling and organics services for some (but not all) such customers.
- The new approach ensures fairness, aligns rates with the cost of service, and ensures the City is in compliance with statewide regulations. Monthly garbage rates for all commercial businesses and multi-family dwellings are lower via this scenario; those with need for more than the minimum recycling and organics services provided within the base garbage rate will pay the direct cost of additional needed services.

Staff, R3, the Committee, and the Panel all recommend proceeding with the new approach as a means of mitigating increases in garbage rates for all commercial businesses and multi-family dwellings and ensuring that rates for such customers are proportionate to the costs of providing services. Analysis completed by R3 indicates that roughly half of the City's commercial businesses and multi-family dwellings do not require additional recycling services above the minimum, and it is assumed that the same is true of organics services. For the remaining half that may need additional recycling and/or organics services above the minimum, several steps will be taken before any new charges are included in the bills for those customers.

First, and well in advance of July 1, 2025, SCRR will work directly with all commercial businesses and multi-family dwellings to mutually determine the appropriate and necessary levels of additional recycling and/or organics collection services via "right sizing" of those service levels. Through this process, SCRR will work proactively with all such commercial businesses and multi-family dwellings such that the additional costs for additional services above the minimums provided in the base garbage rates are mitigated. Commercial businesses and multi-family dwellings may also elect to reduce their need (and therefore costs) for additional recycling and/or organics services above the minimums by reducing amounts of waste generated and selling or donating recyclable or organic materials in ways allowed by the Agreement.

COMMUNITY OUTREACH:

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

FISCAL IMPACT:

The Council approved up to \$200,000 in consulting and staff fees, all of which will be fully reimbursed to the City by the selected proposer within 30 days of contract execution. Additionally, hauler transition services up to \$75,000 will also be fully reimbursed by the selected proposer with authorization of Agreement. SCRR will submit to the City of Sebastopol payment of \$75,000 within 45 days of City Council approval of agreement. Finally, annual franchise fee payments per the Agreement, while remaining at the same percentage of gross revenues as in the soon to expire agreement, will increase proportionate to the overall rate increases in future years.

RECOMMENDED ACTIONS AND ALTERNATIVES:

1. Authorize execution of the attached Agreement with SCRR (*recommended*) and determine approach to initial Maximum Service Rates per Option 1 (Exhibit 1A) or Option 2 (Exhibit 1B) (choose one of two options, no recommendation); (City staff will return to the next City Council Meeting with a consent calendar agenda item with a resolution approving and ratifying the option approved at this meeting); and
2. Authorize execution of an agreement with R3 Consulting Group, Inc., for consulting services supporting the City in the transition of solid waste collection services to SCRR, with funding of the costs being paid by SCRR per the new Agreement (*recommended*); or
3. Do not authorize execution of the Agreement with SCRR and provide other direction to Staff (*not recommended* – solid waste collection services must be in place by July 1, 2025, and insufficient time remains to conduct further negotiations).

ATTACHMENTS:

1. Final Solid Waste Collection Agreement with SCRR
2. R3 Proposal to Provide Consulting Services Supporting Transition of Solid Waste Collection Services to SCRR/Contract Amendment Number 1
3. Budget Amendment Resolution for Receipt of Payment from SCRR for Transition Services

APPROVALS:

Department Head Approval: Approval Date: 12-30-2024

CEQA Determination (Planning): Approval Date: 12-30-2024

Awarding the franchise agreement is exempt from CEQA pursuant to CEQA Regulations section 15061(b)(3) since it can be seen with certainty that awarding the franchise agreement will have no impact on the environment. The collection and disposal of solid waste is mandated and regulated by state law. The proposed change in service providers and awarding of a new franchise agreement will continue an existing service and will not result in significant new impacts on the environment.

Administrative Services (Financial) Approval Date:

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

Account Code (f applicable) _____

City Attorney Approval: Approval Date: 12-31-2024

City Manager Approval: Approval Date: 12-31-2024

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SOLID WASTE COLLECTION AGREEMENT

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Executed Between the

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City of Sebastopol and Sonoma County Resource

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Recovery, LLC

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This ___ day of ___ 2025

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89 This Solid Waste Collection Agreement (“Agreement”) is hereby entered into by and between the
 90 City of Sebastopol, a general law city existing under the laws of the State of California (“City”), and Sonoma
 91 County Resource Recovery, LLC, a California Limited Liability Company (“Contractor”), as of _____, 2025,
 92 under the terms and conditions set forth herein.

93
 94 **RECITALS**

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

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

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

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

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

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

130 **OPERATIVE PROVISIONS**

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

133 **Article 1. Definitions**

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

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

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

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

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

159 1.05 AB 1826. “AB 1826” means State of California Assembly Bill No. 1826, approved
160 September 28, 2014. AB 1826 requires each jurisdiction, on and after January 1, 2016, to implement an
161 Organic Waste Recycling program to Divert from the landfill Organic Waste from businesses. Each business
162 meeting specific Organic Waste or Solid Waste generation thresholds phased in from April 1, 2016, to January
163 1, 2020, is required to arrange for Organic Waste Recycling services.

164 1.06 AB 3036. “AB 3036” means State of California Assembly Bill No. 3036, approved
 165 September 27, 2018. AB 3036 prohibits a County, City, District, or local government agency from subjecting
 166 the hauling of certain byproducts from the processing of food or beverages to an exclusive franchise, contract,
 167 license, or permit.

168 1.07 Abandoned Waste. “Abandoned Waste” refers to discarded materials from residential,
 169 commercial, institutional, and industrial sources that have been left behind or improperly disposed of in public
 170 areas. This includes items such as household trash, packaging, yard waste, and other everyday refuse that
 171 is not deposited in designated Waste Collection systems or facilities.

172 1.08 Administrative Charges and Penalties. “Administrative Charges and Penalties” means
 173 those charges listed in Exhibit 5 to this Agreement.

174 1.09 Agreement. “Agreement” means the written Solid Waste Collection Agreement between
 175 the City and the Contractor covering the work to be performed, as well as all contract documents attached to
 176 the agreement and made a part thereof.

177 1.10 Agreement Administrator. “Agreement Administrator” means the City Manager, or his or
 178 her designee, designated to administer and monitor the provisions of the Agreement.

179 1.11 Agreement Year. “Agreement Year” means each twelve (12) month period from July 1 to
 180 June 30 during the Term of this Agreement.

181 1.12 Alternative Fuel Vehicle. “Alternative Fuel Vehicle” means a vehicle whose engine uses a
 182 fuel other than gasoline or diesel fuel, such as compressed natural gas (CNG) or other fuel with comparably
 183 low emissions of air pollutants regulated under the California Clean Air Act, Health, and Safety Code Section
 184 39000 et seq. or the South Coast Air Quality Management District’s rules and regulations including Rule 1193.

185 1.13 Applicable Law. “Applicable Law” shall mean all federal, state, county, and local laws,
 186 regulations, rules, orders, judgments, decrees, permits, approvals, or other requirements of any governmental
 187 agency having jurisdiction over an aspect of this Agreement that are in force on the Effective Date, and as
 188 may be enacted, issued, or amended thereafter, including, without limitation, the City’s Municipal Code, the
 189 California Integrated Waste Management Act of 1989 (Public Resources Code Section 40000 et seq.) as
 190 amended as of the Effective Date, inclusive (without exclusion to other amendments not referenced here) of
 191 AB 939, AB 341, AB 1826, AB 1594, SB 1383, and inclusive of all regulations implementing the same. It shall
 192 also include SB 54, the Plastic Pollution Prevention and Packaging Producer Responsibility Act, and the
 193 California Air Resources Board Advanced Clean Fleets regulations (2023).

194 1.14 Bin. “Bin” means a metal or plastic waste Container designed or intended to be
 195 mechanically serviced by a commercial front-end loader vehicle. It shall be designed to hold from one (1) to
 196 six (6) cubic yards of material with the lid properly closed. The specifications for Contractor-provided Bins are
 197 set forth in Exhibit 3.

198 1.15 Biohazardous or Biomedical Waste. “Biohazardous or Biomedical Waste” means any
 199 waste which may cause disease or reasonably be suspected of harboring pathogenic organisms; included
 200 are waste resulting from the operation of medical clinics, hospitals, and other facilities processing wastes,
 201 which may consist of, but are not limited to, human and animal parts, contaminated bandages, pathological
 202 specimens, hypodermic needles, sharps, contaminated clothing, and surgical gloves.

203 1.16 Box. “Box” means a large open-top rectangular metal Container used to store and transport
 204 Solid Waste, Recyclable Materials, Green Waste, Construction and Demolition Debris, or other materials,
 205 Collected using a special vehicle equipped with hooks and a winch to pull the Box onto the flat bed of the
 206 truck for transport.

207 1.17 Bulky Waste. “Bulky Waste” means furniture, household appliances, automobile tires,
 208 shipping crates and containers, carpets, mattresses, oversized yard waste such as tree trunks and large
 209 branches if no larger than two feet in diameter and four feet in length, and similar large bulky or heavy items
 210 not normally discarded on a regular basis at a residential, commercial, or business establishment and which
 211 do not fit in a regular Collection Container and require special handling due to their size but can be Collected
 212 and transported without the assistance of special loading equipment (such as forklifts or cranes) and without
 213 violating vehicle load limits. “Bulky Items” do not include Construction and Demolition Debris or Electronic
 214 Waste, the latter of which is regarded as Universal Waste and the Disposal of which is governed by the
 215 Department of Toxic Substances Control.

216 1.18 Business Day. “Business Day” means any Monday through Friday, excluding any holidays
 217 as defined in Section 1.57.

218 1.19 Calendar Year. “Calendar Year” means each twelve (12) month period from January 1 to
 219 December 31.

220 1.20 Cart. “Cart” means a heavy plastic receptacle with a rated capacity of at least twenty (20)
 221 and not more than one hundred (100) gallons, having a hinged tight-fitting lid and wheels, that is provided by
 222 the exclusive franchise Solid Waste Contractor, approved by the City, and used by Service Recipients for
 223 Collection, accumulation, and removal of Solid Waste from commercial, industrial, or residential Premises in
 224 connection with exclusive franchise Solid Waste Collection. The specifications for Contractor-provided Carts
 225 are set forth in Exhibit 3.

226 1.21 CERCLA. “CERCLA” means the Comprehensive Environmental Response, Compensation
 227 and Liability Act of 1980, 42 U.S.C. Sections 9601 and following, as may be amended and regulations
 228 promulgated thereunder.

229 1.22 Change in Law. “Change in Law” means the occurrence of any of the following events after
 230 the Effective Date, when such event has a material and adverse effect on either Party’s respective obligations
 231 or the performance of its respective obligations under this Agreement (except for any payment obligations):
 232 (i) the enactment, adoption, promulgation, amendment, repeal, judicial interpretation, or formal administrative

233 interpretation of any Applicable Law; (ii) the issuance of any order or judgment of any federal, state, or local
234 court or agency in a proceeding to which a Party is a party, but not to the extent such order or judgment finds
235 the Party asserting there to have been a Change in Law to have been negligent or otherwise at fault; or (iii)
236 the denial, suspension, or termination of any government permit or other entitlement, but not to the extent
237 such denial, suspension, or termination is the result of any act or omission of the Party asserting there to
238 have been a Change in Law.

239 1.23 City. “City” means the City of Sebastopol, California, including any unincorporated areas
240 of the County that may be annexed by the City during the Initial Term and all extensions.

241 1.24 City Collection Service. “City Collection Service” means City Clean-up Service, City
242 Garbage Collection Service, City Bulky Waste Collection Service, City Organic Waste Collection Service, City
243 Recyclable Materials Service, and City-Sponsored Events Service as more particularly described immediately
244 below.

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

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

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

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

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

259 F. City-Sponsored Event Service. On-call Collection Service at City-Sponsored
260 Events.

261 1.25 City Facility. “City Facility” means any building or other site that the City owns, leases, or
262 occupies that are listed in Exhibit 2.

263 1.26 City Manager. “City Manager” means the City Manager of the City of Sebastopol, or his or
264 her designated representative, or any employee of the City who succeeds to the duties and responsibilities
265 of the City Manager.

266 1.27 Collect and Collection and Collected. “Collect”, “Collection”, and “Collected” all refer to the
 267 removal of Solid Waste from a Service Unit and transportation to the Disposal Facility, Organic Waste
 268 Processing Facility, Materials Recovery Facility, or Transfer Station, as appropriate.

269 1.28 Collection Container. “Collection Container” means a Bin, Cart, Debris Box, or Roll-Off
 270 Container that is approved by the Agreement Administrator for use by Service Recipients for Collection
 271 Service under this Agreement.

272 1.29 Collection Service. “Collection Service” means Contractor’s obligations under this
 273 Agreement to Collect Solid Waste within the Service Area. Collection Service includes Residential Collection
 274 Service, Multi-Family Dwelling (MFD) Collection Service, Commercial Collection Service, and City Collection
 275 Service.

276 1.30 Collection Vehicle. “Collection Vehicle” means a licensed vehicle that has all required
 277 licenses to provide Collection Service and that has been approved by the Agreement Administrator for use
 278 under this Agreement.

279 1.31 Commencement Date. “Commencement Date” is that date specified in Section 2.01 of this
 280 Agreement.

281 1.32 Commercial Collection Service. “Commercial Collection Service” means Collection Service
 282 provided to Commercial Service Units. Commercial Collection Service specifically includes the following:

283 A. Commercial Garbage Collection Service. The Collection of Garbage by Contractor
 284 from Commercial Service Units in the Service Area, and the delivery of that Garbage to the Disposal
 285 Facility.

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

289 C. Commercial Recyclable Materials Collection Service. The Collection of Recyclable
 290 Materials, by Contractor, from Commercial Service Units in the Service Area, and the delivery of those
 291 Recyclable Materials to the Materials Recovery Facility.

292 1.33 Compactor. “Compactor” means any Collection Container which has a compaction
 293 mechanism, whether stationary or mobile.

294 1.34 Compost. “Compost” means the act or product of the controlled biological decomposition
 295 of Organic Wastes that are Source Separated or are separated at a centralized facility. Compost may also
 296 include the product of anaerobic digestion or other conversion technologies.

297 1.35 Construction and Demolition Debris. “Construction and Demolition Debris” means
 298 discarded materials removed from Premises, resulting from construction, renovation, remodeling, repair,

299 deconstruction, or demolition operations on any pavement, house, commercial building, or other structure or
 300 from landscaping. Such materials include, but are not limited to: “inert wastes” as defined in Public Resources
 301 Code Section 41821.3(a)(1) (rock, concrete, brick, sand, soil, ceramics and cured asphalt); gravel; plaster;
 302 gypsum wallboard; aluminum; glass; plastic pipe; roofing material; carpeting; wood; masonry; trees; remnants
 303 of new materials, including paper, plastic, carpet scraps, wood scraps, scrap metal, building materials, and
 304 packaging; and rubble resulting from construction, remodeling, renovation, repair and demolition operations
 305 on pavements, houses, commercial buildings, and other structures.

306 1.36 Consumer Price Index (CPI). “CPI” means both the index sets published by the United
 307 States Department of Labor, Bureau of Labor Statistics and, more specifically, Consumer Price Index series
 308 CUSR0000SEHG, Water and Sewer and Trash Collection Services in U.S. City Average, for All Urban
 309 Consumers, seasonally adjusted.

310 1.37 Container. “Container” means a Collection Container.

311 1.38 Contaminant. “Contaminant” means any material or substance placed into or found in a
 312 Collection Container, other than the type of material for which that Collection Container is intended or
 313 reserved. For example, anything that is not Recyclable Materials is a Contaminant if placed into or found in a
 314 Recyclable Materials Collection Container; anything that is not Organic Waste is a Contaminant if placed into
 315 or found in an Organic Waste Collection Container; and anything that is not Trash is a Contaminant if placed
 316 into or found in a Trash Collection Container.

317 1.39 Contractor. “Contractor” means Sonoma County Resource Recovery, LLC, which has
 318 entered into this Agreement.

319 1.40 County. “County” means Sonoma County, California.

320 1.41 Customer. “Customer” means the owner, occupant, or user of Premises at which Solid
 321 Waste is generated and then Collected by Contractor. Customers include Single Family Dwelling (SFD)
 322 Customers, Multi-Family Dwelling (MFD) Customers, and Commercial Customers. City is also a receiver of
 323 Collection Service, but not a Customer.

324 1.42 Dispose or Disposal. “Disposal” or “Dispose” means the final disposition of Solid Waste at
 325 a permitted landfill or other permitted Solid Waste Disposal facility, as defined in California Public Resources
 326 Code Section 40192(b).

327 1.43 Disposal Facility. “Disposal Facility” means the permitted place or places listed in Exhibit 8
 328 for the Disposal of Garbage or other materials as appropriate and acceptable.

329 1.44 Diversion or Divert. “Diversion” and “Divert” refer to the programs and activities that reduce
 330 or eliminate the Disposal of Solid Waste in landfills, which can include source reduction, reuse, salvage,
 331 Recyclable Materials, and Composting.

332 1.45 Diversion Compliance. “Diversion Compliance” means compliance with Diversion
 333 requirements under the Act and applicable CalRecycle regulations. Should there be a Change in Law for
 334 Diversion Compliance, Contractor may request a rate adjustment pursuant to Section 30.02.

335 1.46 Dwelling Unit. “Dwelling Unit” means a building or part of a building designed for residential
 336 use by a single independent housekeeping unit and having separate exterior access, toilet, and facilities for
 337 cooking and sleeping.

338 1.47 Edible Food. “Edible Food” has the same meaning as found in Section 13.16.010 of the
 339 Sebastopol Municipal Code. Edible Food means food intended for human consumption. For purposes of this
 340 Agreement, Edible Food is not Solid Waste if it is recovered and not discarded. Nothing in this Agreement
 341 requires or authorizes the recovery of food that does not meet the food safety requirements of the California
 342 Retail Food Code.

343 1.48 Edible Food Recovery. “Edible Food Recovery” means the actions to Collect and distribute
 344 Edible Food and distributing it to local food recovery organizations from places where it would otherwise go
 345 to waste, such as, but not limited to, restaurants, grocery stores, produce markets, school cafeterias, or dining
 346 facilities.

347 1.49 Effective Date. “Effective Date” shall mean the date on which the Agreement is signed by
 348 the duly authorized representatives of the parties and delivered by the last of the parties to sign and deliver.

349 1.50 Electronic Waste (E-Waste). “E-Waste” means electronic equipment such as stereos,
 350 televisions, computers, and other similar items Collected from SFD Service Units or MFD Service Units.

351 1.51 Exempt Waste. “Exempt Waste” consists of “Excluded Waste” as defined in Section
 352 13.16.010 of the Sebastopol Municipal Code as well as Biohazardous or Biomedical Waste, Hazardous
 353 Waste, Sludge, automobiles, automobile parts, boats, boat parts, boat trailers, internal combustion engines,
 354 lead-acid batteries, dead animals, and those wastes under the control of the Nuclear Regulatory Commission.

355 1.52 Food Waste. “Food Waste” means (1) food scraps, including all edible or inedible food
 356 such as, but not limited to, fruits, vegetables, meat, poultry, seafood, shellfish, bones, rice, beans, pasta,
 357 bread, cheese, coffee grounds, and eggshells; and (2) food-soiled paper, which is compostable paper
 358 material that has come in contact with food or liquid, such as, but not limited to, compostable paper plates,
 359 paper coffee cups, napkins, and pizza boxes. Food Waste excludes fats, oils, and grease when such materials
 360 are Source Separated from other Food Waste.

361 1.53 Franchise Fee. “Franchise Fee” means a payment that the Contractor has voluntarily
 362 agreed to pay to City in consideration of the exclusive rights granted by the City under this Agreement. City
 363 and Contractor acknowledge and agree that the amount of the Franchise Fee is the result of bona fide, arms-
 364 length negotiations between City and Contractor. Contractor further acknowledges and agrees that the
 365 amount of the Franchise Fee represents the City’s costs associated with this Agreement as represented by

366 the City and payment for use of government property. Contractor is not required by this Agreement or any
 367 City ordinance, resolution, or regulation to charge the Franchise Fee to Customers. Because the Franchise
 368 Fee represents a cost to Contractor in performing services pursuant to this Agreement, Contractor may, in its
 369 sole discretion, include an amount equal to the Franchise Fee in Contractor's compensation.

370 1.54 Garbage. "Garbage" means all putrescible and non-putrescible solid, semi-solid, and
 371 associated liquid waste generated or accumulated through the normal activities of a Premises. Garbage does
 372 not include Recyclable Materials, Organic Waste, or Bulky Waste that is source-separated and set out for
 373 purposes of Collection and Recycling.

374 1.55 Green Waste. "Green Waste" means grass clippings, leaves, landscape and pruning
 375 waste, wood materials from trees and shrubs, and other forms of organic materials generated from
 376 landscapes or gardens.

377 1.56 Gross Revenue. "Gross Revenue" means all monetary amounts actually Collected or
 378 received by Contractor for the provision of all services pursuant to this Agreement, including, but not limited
 379 to: all receipts from Service Recipients, inclusive of late charges, Contamination charges, Franchise Fees, or
 380 any other cost of doing business. "Gross Revenue", for purposes of this Agreement, does not include
 381 revenues generated from the sale of Recyclable Material, Compost, or energy; or grants, cash awards, State
 382 of California Department of Conservation payments, or rebates resulting from the performance of this
 383 Agreement.

384 1.57 Hazardous Waste. "Hazardous Waste" shall have the meaning set forth in California Code
 385 of Regulations, Title 14 §17225.32 and Health and Safety Code §25117, or successor laws and regulations
 386 as may be amended from time to time.

387 1.58 Holiday. "Holiday" means New Year's Day, Martin Luther King Jr. Day, Lincoln's Birthday,
 388 Washington's Birthday, Cesar Chavez Day, Memorial Day, Juneteenth, Independence Day, Labor Day,
 389 Veterans Day, the Wednesday before Thanksgiving, Thanksgiving Day, Christmas Eve Day, Christmas Day,
 390 and New Year's Eve Day and any other day recognized by resolution of the City Council.

391 1.59 Household Hazardous Waste (HHW). "HHW" means that waste resulting from products
 392 purchased by the general public for household use which, because of its quantity, concentration, or physical,
 393 chemical or infectious characteristics, may pose a substantial known or potential hazard to human health or
 394 the environment when improperly treated, Disposed, or otherwise managed, or, in combination with other
 395 Solid Waste, may be infectious, explosive, poisonous, caustic, or toxic, or exhibit any of the characteristics of
 396 ignitability, corrosivity, reactivity, or toxicity as per California Code of Regulations Title 22, Division 4.5,
 397 Chapter 11, Section 66261.3.

398 1.60 Kitchen Food Waste Pail. "Kitchen Food Waste Pail" means a plastic receptacle with a
 399 rated capacity not exceeding two and one-half (2.5) gallons, having a hinged lid, suitable for use in a SFD
 400 Service Unit for temporary storage of SFD Organic Waste that is approved for such purpose by City.

401 1.61 Materials Recovery Facility. “Materials Recovery Facility” means the facility listed in Exhibit
 402 8 to which Recyclable Materials are brought for separation into marketable Recyclable Materials.

403 1.62 Maximum Service Rate. “Maximum Service Rate” means the maximum amount that
 404 Contractor may charge Service Recipients for Solid Waste Collection, as listed in Exhibit 1, and as may be
 405 adjusted in accordance with the provisions of this Agreement.

406 1.63 Multi-Family Dwelling (MFD) Collection Service. “MFD Collection Service” means
 407 Collection Service that serves a Multi-Family Dwelling, and specifically includes the following:

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

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

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

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

421 1.64 Municipal Code. “Municipal Code” means the City of Sebastopol Municipal Code.

422 1.65 Non-Collection Notice. “Non-Collection Notice” means a written notice approved by the
 423 Agreement Administrator that notifies a Service Recipient of the reason Contractor did not Collect Solid Waste
 424 set out for Collection.

425 1.66 Organic Waste. “Organic Waste” has the same meaning as set forth in Section 13.16.010
 426 of the Sebastopol Municipal Code and means Food Waste, Green Waste, Wood Waste, and food-soiled
 427 paper waste that is mixed in with Food Waste. Plastic bags, including compostable plastic bags, are not
 428 accepted in the City’s Organic Materials Collection program unless otherwise determined mutually by City
 429 and Contractor. Paper products and printing and writing paper, each as defined in SB 1383, may be placed
 430 in either the Recyclable Materials Container or the Organic Waste Container. Carpet and textiles, as well as
 431 compostable plastic materials, may not be placed in either the Recyclable Materials Container or the Organic
 432 Waste Container.

433 1.67 Organic Waste Collection Service. “Organic Waste Collection Service” means the
 434 Collection of Organic Waste from Service Units, and the delivery of those Organic Waste materials to the
 435 Organic Waste Processing Facility.

436 1.68 Organic Waste Processing Facility. “Organic Waste Processing Facility” means the facility
 437 designed, operated, and legally permitted for the purpose of receiving and processing Food Waste, Green
 438 Waste, and Organic Waste listed in Exhibit 8.

439 1.69 Overage. “Overage” means Solid Waste set out for Collection either on top of or outside of
 440 a Container or in any manner that either prevents the Container lid from completely closing or potentially
 441 causes Solid Waste to spill during Collection by Contractor’s vehicles.

442 1.70 Premises. “Premises” means any land or building in the City where waste is generated or
 443 accumulated.

444 1.71 Processing. “Processing” means the acts of receiving, sorting, processing, baling, storing,
 445 preparation, and otherwise recovering Garbage, Waste, Animal Waste, Biohazardous or Biomedical Waste,
 446 Bulky Waste, Construction and Demolition Debris, Electronic Waste, Food Waste, Green Waste, Hazardous
 447 Waste, Organic Waste, Solid Waste, and/or Wood Waste for disposal or transfer to other processors or
 448 manufacturers.

449 1.72 Prohibited Container Contaminants. “Prohibited Container Contaminants” means any of
 450 the following, but does not include Organic Waste specifically allowed for Collection in a Container that is
 451 required to be transported to a high Diversion Organic Waste processing facility if the waste is specifically
 452 identified as acceptable for Collection in that Container in a manner that complies with the requirements of
 453 14 CCR Section 18984.1, 18984.2, or 18984.3: (A) Non-Organic Waste placed in a Collection Container
 454 designated for Organic Waste provided pursuant to 14 CCR Section 18984.1 or 18984.2; (B) Organic Wastes
 455 that are carpet, hazardous Wood Waste, or non-compostable paper placed in the Collection Container that
 456 is part of an Organic Waste Collection Service provided pursuant to 14 CCR Section 18984.1 or 18984.2; (C)
 457 Organic Wastes placed in a Collection Container designated for Garbage, that pursuant to 14 CCR Section
 458 18984.1 or 18984.2 were intended to be Collected separately in a Collection Container designated for Organic
 459 Waste or Recyclable Materials; (D) Organic Wastes placed in the Collection Container designated for
 460 Recyclable Materials shall be considered Prohibited Container Contaminants when those wastes were
 461 specifically identified in this Agreement, or through local ordinance for Collection in the Container designated
 462 for Organic Waste, or mutually agreed to and promulgated by the City and Contractor. Paper products,
 463 printing and writing paper, wood, and dry lumber may be considered acceptable and not considered
 464 Prohibited Container Contaminants if they are placed in Collection Container designated for Recyclable
 465 Materials; and (E) Exempt Waste placed in any Collection Container.

466 1.73 Quarter. “Quarter” means a three-month period during a calendar year. The first Quarter is
 467 January through March. The second Quarter is April through June. The third Quarter is July through
 468 September. The fourth Quarter is October through December.

469 1.74 Rate Year. "Rate Year" means the period of July 1 to June 30 for each year during the
470 Term of this Agreement.

471 1.75 Recyclable Materials. "Recyclable Materials" means those materials that are separated
472 from Solid Waste prior to Disposal to be recycled, consistent with the requirements of the Act. Recyclable
473 Materials that can be placed in the Recyclable Materials Container are listed in Exhibit 11, and the term also
474 includes any other items determined by the Agreement Administrator.

475 1.76 Recycling. "Recycling" means the process of Collecting, sorting, cleansing, treating, and/or
476 marketing Recyclable Materials that would otherwise become Garbage, and returning them to the economic
477 mainstream in the form of raw material for new, reused, or reconstituted products which meet the quality
478 standards necessary to be used in the marketplace. The Collection, transportation, or Disposal of Solid Waste
479 not intended for, or capable of, reuse is not Recycling. "Recycling" does not include transformation as defined
480 in Public Resources Code Section 40201. Paper products and printing and writing paper, each as defined in
481 SB 1383, may be placed in either the Recyclable Materials Container or the Organic Waste Container. Carpet
482 and textiles, as well as compostable plastic materials, may not be placed in either the Recyclable Materials
483 Container or the Organic Waste Container.

484 1.77 Residential Collection Service. "Residential Collection Service" means ongoing regularly
485 scheduled Collection of Solid Waste by an exclusive franchise from Residential Service Units and MFD
486 Service Units, and the delivery of that Solid Waste to the Disposal Facility, Materials Recovery Facility, and/or
487 Organic Waste Processing Facility.

488 1.78 Residential Premises. "Residential Premises" means: (i) any Single-Family Dwelling; and
489 (ii) any Multi-Family Dwelling complex which, with the prior written approval of the City Manager, receives
490 Solid Waste Collection using standard residential Containers.

491 1.79 Roll-Off Container. "Roll-Off Container" means a metal Container with a capacity of ten
492 (10) or more cubic yards that is normally loaded onto a specialized Collection vehicle and transported to the
493 appropriate facility.

494 1.80 SB 1383. "SB 1383" means State of California Senate Bill 1383, Short-lived Climate
495 Pollutants: Organic Waste Reductions, approved September 19, 2016, and the regulations implementing the
496 law, Title 14, Code of California Regulations (CCR), Chapter 12.

497 1.81 SB 54. "SB 54" means State of California Senate Bill 54, Plastic Pollution Prevention and
498 Packaging Producer Responsibility Act, approved June 30, 2022, and the regulations implementing the law,
499 adding Chapter 3 within Part 3 of Division 30 of the California Public Resources Code.

500 1.82 Self-Haul. "Self-Haul" means the transportation of Solid Waste by the resident, owner, or
501 occupant of the Premises on which the Solid Waste was generated to a permitted Processing or Disposal
502 facility, pursuant to a City-issued permit and in accordance with the requirements of the Municipal Code.

503 1.83 Service Area. “Service Area” means that area within the city limits of the City of Sebastopol
 504 designated by City as the Service Area.

505 1.84 Service Recipient. “Service Recipient” means an individual or entity receiving Collection
 506 Service. Service Recipient and Customer are used interchangeably depending on context.

507 1.85 Service Unit. “Service Unit” means a single subscriber to Contractor’s Solid Waste
 508 Collection. Service Unit specifically includes the following:

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

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

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

521 1.86 Single-Family Dwelling (SFD) Service Unit. “Single-Family Dwelling” and “SFD” shall mean
 522 any building or structure, or portion thereof, including but not limited to Mobile Home Parks, used for
 523 residential purposes, and having four (4) or fewer distinct living units. A SFD Service Unit refers to any Single-
 524 Family Dwelling Unit in the Service Area utilizing a Cart for the accumulation and set out of Solid Waste
 525 originating from SFD residential Premises. The term SFD Service Unit is inclusive of all SFD Dwelling Units
 526 regardless of how many SFD Dwelling Units sit on a single parcel; though multiple Dwelling Units may exist
 527 on one parcel, to the extent that one SFD Dwelling has four (4) or fewer distinct living units, it shall be treated
 528 as a SFD Service Unit.

529 1.87 SFD Collection Service. “SFD Collection Service” means SFD Garbage Collection Service,
 530 SFD Recyclable Materials Service, SFD Organic Waste Collection Service, and SFD Bulky Waste Collection
 531 Service.

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

534 B. SFD Bulky Waste Collection Service. The periodic on-call Collection of Bulky
 535 Waste, by Contractor, from SFD Service Units in the Service Area, and the delivery of those Bulky Waste
 536 to the Disposal Facility, Materials Recovery Facility, or other such facility as may be appropriate under the

537 terms of this Agreement. SFD Bulky Waste Collection Service does not include the Collection of Bulky
 538 Waste using Roll-Off Containers.

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

542 D. SFD Recyclable Materials Service. The Collection of Recyclable Materials by the
 543 Contractor from SFD Service Units in the Service Area the delivery of those Recyclable Materials to the
 544 Materials Recovery Facility.

545 1.88 Single-Family Dwelling or SFD. “Single-Family Dwelling” or “SFD” means any residential
 546 Premises with four (4) or fewer single attached Dwelling Units, each designed for use by one bona fide
 547 housekeeping group.

548 1.89 Sludge. “Sludge” means the accumulated solids, residues, and precipitates generated as
 549 a result of waste treatment or processing, including wastewater treatment, water supply treatment, or
 550 operation of an air pollution control facility, as well as mixed liquids and solids pumped from septic tanks,
 551 grease traps, privies, or similar disposal appurtenances, or any other such waste having similar
 552 characteristics or effects.

553 1.90 Solid Waste. “Solid Waste” means all putrescible and non-putrescible solid, semisolid, and
 554 liquid wastes, including Garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and
 555 construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances,
 556 dewatered, treated, or chemically fixed sewage Sludge which is not Hazardous Waste, vegetable or animal
 557 solid and semisolid wastes, and other discarded solid and semisolid wastes, as set forth in California Public
 558 Resources Code Section 40191(a)(b), as amended from time to time. Solid Waste includes Recyclable
 559 Materials but does not include (1) Hazardous Waste; (2) radioactive waste regulated pursuant to the Health
 560 and Safety Code Section 114960 et seq.; and (3) medical waste regulated pursuant to the Health and Safety
 561 Code Section 117600 et seq.

562 1.91 Solid Waste Collection. “Solid Waste Collection” means the Collection of Garbage,
 563 Recyclable Materials, and Organic Waste within the corporate limits of City, and the transportation of such
 564 material to appropriate places for processing, Recycling, Composting, and/or Disposal.

565 1.92 Source Separated. “Source Separated” means materials that have been kept separate in
 566 the Solid Waste stream, at the point of generation, for the purpose of additional sorting or processing in order
 567 to return them to the economic mainstream in the form of raw material for new, reused, or reconstituted
 568 products, which meet the quality standards necessary to be used in the marketplace, or as otherwise defined
 569 in 14 CCR Section 17402.5(b)(4).

570 1.93 Source Reduction and Recycling Element (SRRE). “SRRE” means a formal planning
 571 document that demonstrates how the City will comply with the Act’s Diversion goals.

572 1.94 Subcontractor. “Subcontractor” means a person who has entered into a contract, express
 573 or implied, with Contractor for the performance of an act that is necessary for Contractor’s fulfillment of its
 574 obligations for providing service under this Agreement. Notwithstanding any other provision in this Agreement,
 575 vendors providing materials, supplies, or professional services to Contractor, Subcontractors, and Disposal
 576 or Processing facilities that are not owned by Contractor or by affiliates of Contractor, shall not be considered
 577 Subcontractors for any purpose under this Agreement.

578 1.95 Term. “Term” means the time period or duration for which this Agreement is in effect.

579 1.96 Tier One Commercial Edible Food Generator. “Tier One Commercial Edible Food
 580 Generator”, defined within SB 1383, means a commercial Edible Food generator that has an SB 1383
 581 compliance deadline of January 1, 2022. Tier One Generators may include supermarkets; grocery stores with
 582 a total facility size equal to or greater than 10,000 square feet; food service providers that serve institutional,
 583 governmental, commercial, or industrial locations; food distributors; and/or wholesale food vendors.

584 1.97 Tier Two Commercial Edible Food Generator. “Tier Two Commercial Edible Food
 585 Generator”, defined within SB 1383, means a commercial Edible Food generator that has an SB 1383
 586 compliance deadline of January 1, 2024. Tier Two Generators may include restaurants with 250 or more
 587 seats or a total facility size equal to or greater than 5,000 square feet; hotels with an on-site food facility and
 588 200 or more rooms; health facilities with an on-site food facility and 100 or more beds; large venues
 589 (permanent venue facilities that annually seat or serve an average of more than 2,000 individuals within the
 590 grounds of the facility per day of operation); large events (events that serve an average of more than 2,000
 591 individuals per day of operation of the event, at a location that includes, but is not limited to, a public, nonprofit,
 592 or privately owned park, parking lot, golf course, street system, or other open space when being used for an
 593 event); state agencies; and/or local education agencies.

594 1.98 Transfer Station. “Transfer Station” means the place or places listed in Exhibit 8 for
 595 conveyance of Solid Waste Collected by Contractor into larger vehicles prior to transportation of the Solid
 596 Waste to the Disposal Facility or Processing Facility.

597 1.99 Unicycling. “Unicycling” means a method of separating trash and Recyclable Materials in
 598 a single Collection Container. Garbage materials are Collected in bags and deposited into the Collection
 599 Container, and Recyclable Materials are deposited into the Collection Container loose and unbagged.

600 1.100 Universal Waste or U-Waste. “Universal Waste” or “U-Waste” means electronic devices,
 601 dry-cell batteries, non-empty aerosol cans, fluorescent lamps, fluorescent bulbs, mercury thermostats, and
 602 other mercury-containing equipment.

603 1.101 Waste. “Waste” means the useless, unused, unwanted, or discarded material and debris
 604 resulting from normal residential and commercial activity or materials which, by their presence, may injuriously
 605 affect the health, safety, and comfort of persons or depreciate property values in the vicinity thereof.

606 1.102 Waste Generator. “Waste generator” means any person, as defined by the most current
 607 version of the Public Resources Code, whose act or process produces Solid Waste as defined in that same
 608 code, or whose act first causes Solid Waste to become subject to regulation.

609 1.103 Workday. “Workday” means any day, Monday through Saturday, that is not a Holiday as
 610 set forth in this Agreement.

611 1.104 Wood Waste. “Wood Waste” means Solid Waste consisting of stumps, large branches,
 612 tree trunks, and wood pieces or particles that are generated from the manufacturing or production of wood
 613 products; harvesting, processing, or storage of raw wood materials; or Construction and Demolition activities.

614 **Article 2. Term of Agreement**

615 2.01 Term of Agreement. The Term of this Agreement will be for a fifteen (15) year period
 616 beginning July 1, 2025, and terminating on June 30, 2040. Contractor shall commence performance of its
 617 Solid Waste Collection obligations under this Agreement on July 1, 2025 (“Commencement Date”).

618 2.02 Optional Extension of Term. City may, in its sole discretion, grant Contractor two additional
 619 five (5) year extensions of the Term. The City may decline to negotiate an extension of the Term if the following
 620 preconditions are not satisfied; (1) Contractor is not then in default of any material term or condition of the
 621 Agreement; (2) Contractor has paid City on time all required fees associated with Agreement; or (3) Contractor
 622 must request the Optional Extension of Term by January 1, 2039, in order to be eligible for the first extension,
 623 and by January 1, 2044, to be eligible for the second extension. City shall consider performance standards
 624 and the results of performance reviews, as outlined in Article 17, in decisions regarding extension of term.

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

626 3.01 Grant of Exclusive Agreement. City hereby grants to Contractor, on the terms and
 627 conditions set forth herein, including the limitations set forth in Sections 3.02 and 3.03, the exclusive franchise,
 628 right, and privilege to Collect, transport, and Process (as legally applicable), in a lawful manner, Solid Waste,
 629 Recyclable Materials, Organic Materials, Bulky Waste, and Construction and Demolition Debris accumulating
 630 in the City’s Service Area that are required to be accumulated and offered for Collection to the Contractor in
 631 accordance with Applicable Law, for the Term of and within the scope set forth in this Agreement.

632 3.02 Recyclable Materials, Organic Waste, and Bulky Waste Discarded by Service Recipients.
 633 This Agreement shall not prohibit any person from selling Recyclable Materials or Organic Waste or giving
 634 Recyclable Materials or Organic Waste away to persons or entities other than Contractor. However, in either
 635 instance: (1) the Recyclable Materials and Organic Waste must be Source Separated from and not mixed
 636 with other Solid Waste; and (2) the seller/donor may not pay the buyer/donor any consideration for Collecting,
 637 processing, or transporting such Recyclable Materials or Organic Waste. A discount or reduction in the price
 638 for Collection, Disposal, and/or Recycling services for any form of un-segregated or segregated Solid Waste
 639 is not a sale or donation of Recyclable Materials or Organic Waste, and such Solid Waste does not qualify

640 for this exception. However, once the Recyclable Materials or Organic Waste have been placed in the
 641 Collection Container and the Container set out for Collection, the Recyclable Materials or Organic Waste
 642 become the property of Contractor.

643 3.03 Exclusions to Exclusivity.

644 3.03.1 Specialized Recyclable Materials. If Contractor is unable or unwilling to Collect and
 645 process for Diversion specialized materials, including, but not limited to, Organic Waste, metals,
 646 Construction and Demolition Debris, laboratory waste, pallets, clothing, shoes, textiles, plastic, and others,
 647 and a third party is able to re-use or Recycle one or more of these materials, Service Recipients shall have
 648 the right to engage the third-party recycler to Collect and Recycle those Source-Separated Recyclable
 649 Materials, provided that the Diversion is verified by the City.

650 3.03.2 Recyclable Materials Sold By Commercial Generator. If the Waste Generator at a
 651 Commercial Service Unit has Source Separated Recyclable Material, the Waste Generator is entitled to sell
 652 that Recyclable Material or be otherwise compensated in a manner resulting in a net positive payment to the
 653 Waste Generator, when such collector is permitted as appropriate under the City Municipal Code.

654 3.03.3 Byproducts of Food and Beverage Processing. Under AB 3036 (2018), certain
 655 byproducts from the processing of food or beverages from agricultural or industrial sources, provided they
 656 do not include animal, including fish, processing byproducts, they are Source-Separated, they are not
 657 discarded (meaning the generator may not pay the recipient any consideration, or accept a discount or
 658 reduction in price for Collecting, Processing, or transporting such material), and they are used as animal
 659 feed, are exempted from Contractor's exclusive franchise under this Agreement. Entities requesting
 660 exemption must apply to the City and be any of the following: registered pursuant to Section 110460 of the
 661 Health and Safety Code or be exempted from registration pursuant to Section 110480 of the Health and
 662 Safety Code or be a beer manufacturer as defined in Section 23012 of the Business and Professions Code,
 663 or be a distilled spirits manufacturer, as defined in Section 23015 of the Business and Professions Code.

664 3.03.4 Donated Solid Waste. Recyclable Materials, Organic Waste, or Bulky Waste which
 665 is Source Separated at any Premises by the waste generator and donated to youth, civic, or charitable
 666 organizations qualified as such pursuant to Federal law.

667 3.03.5 Gardening or Landscape Services. Green Waste removed from a Premises by a
 668 gardening, landscaping, or tree trimming company as an incidental part of a total service offered by that
 669 company rather than as a hauling service.

670 3.03.6 Animal waste. Animal waste and remains from slaughterhouses or butcher shops
 671 for use as tallow.

672 3.03.7 Self-Haul. Service Recipients may choose to Self-Haul Solid Waste to Disposal or
 673 Processing Facilities, to the extent authorized by the Municipal Code.

674 3.03.8 Materials Generated or Accumulated During An Emergency or Disaster. During an
 675 emergency or disaster, as determined by City in its sole discretion, City may enlist additional contractors or
 676 other entities in the Collection, transportation, and/or Disposal of any and all types of materials that are
 677 generated or accumulated. In particular, the City may choose to pursue reimbursement of disaster services
 678 through the Federal Emergency Management Agency (FEMA), which would require that the associated
 679 disaster services be secured via a competitive bidding process. Contractor shall not be prohibited by any
 680 part of this Agreement from participating in this competitive bidding process, but City shall be free to put
 681 services associated with declared disasters out to bid in accordance with FEMA requirements and enlist
 682 additional contractors based on the results of that process.

683 3.04 Responsibility for Service Billing and Collection. Contractor is responsible for the billing
 684 and collection of payments for Solid Waste Collection by Contractor within the Service Area.

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

686 4.01 Contractor's Payments to City. The Parties agree that all fees and any payments owed by
 687 Contractor to City under this Agreement are the product of extensive negotiations and constitute valid
 688 consideration for the rights and privileges granted to Contractor under this Agreement.

689 4.02 Reimbursement for the Cost of Procurement/Negotiation Process. Contractor shall
 690 reimburse the City a one-time fee of two hundred thousand dollars (\$200,000) for the cost of the Collection
 691 Agreement solicitation, evaluation, negotiation, and award process. This fee shall be due and payable on the
 692 thirtieth (30th) day after the Effective Date of the Agreement. This fee shall not be recoverable via Contractor's
 693 Collection Service Rates or any other form of compensation under this Agreement.

694 4.03 Funding for Downtown Container Infrastructure. Contractor shall pay the City a one-time
 695 fee of twenty-five thousand dollars (\$25,000) for the cost of refurbishing public Solid Waste Containers in
 696 and/or purchasing new Solid Waste Containers for the downtown area of the City. This fee shall be due and
 697 payable on the thirtieth (30th) day after the Effective Date of the Agreement. Upon request, Contractor shall
 698 provide recommendations to City regarding types and brands of Containers that are more likely to lead to
 699 desired public behaviors and increased diversion.

700 4.04 Transition Assistance Support. Contractor shall pay the City a one-time fee of seventy-five
 701 thousand dollars (\$75,000) for costs the City will incur during the process of transitioning from the existing
 702 Solid Waste contractor to Collection Service with Contractor. This fee shall be due and payable on the thirtieth
 703 (30th) day after the Effective Date of the Agreement.

704 4.05 Monthly Fees and Payments. The following monthly fees and payments shall be due and
 705 payable on the twentieth day of the month following the end of each month for which Solid Waste Collection
 706 was provided, with the first such payment being due on November 20, 2025. The City Council may adjust the
 707 Monthly Fees by resolution, in which case Contractor shall be entitled to an adjustment to Maximum Service
 708 Rates as a City-directed change in accordance with Section 30.01. The Monthly Fees shall be accompanied

709 at the time of payment by a written report, in a format acceptable to the City, setting forth the calculations
 710 Contractor used to determine the amount due and the basis for those calculations. Figures used in the report
 711 shall be taken from Contractor's general books of account, and Contractor shall retain all supporting
 712 documentation in accordance with the records retention requirements in Section 22.01.

713 4.05.1 Franchise Fee. Contractor shall pay to City a Franchise Fee set by City Council
 714 resolution. The Franchise Fee shall be due and payable monthly within twenty (20) days following the end
 715 of each month. If payment is not received within said twenty (20) day period, interest shall accrue thereon
 716 at the maximum interest rate permitted under California law, but not to exceed ten (10) percent per annum.
 717 Any adjustment to the Franchise Fee shall have prospective effect only; provided, however, that should any
 718 adjustment to the Franchise Fee, in the Council's discretion, be given retroactive effect, the adjustment to
 719 Maximum Service Rates shall also be given such effect.

720 4.06 Adjustments to Fees. City may set other fees or adjust the fees established in this Article
 721 from time to time during the Term of this Agreement, and such adjustments and any Franchise Fee
 722 adjustments shall be included in the adjustment of Maximum Service Rates as described in Exhibit 1.

723 4.07 Time and Method of Payment. Contractor shall pay all amounts owed under this Article
 724 without prior notice or demand and without abatement, deduction, offset, or credit in lawful money of the
 725 United States, on or before the applicable due date, unless the due date lands on a weekend or Holiday, in
 726 which case the due date shall be the next Business Day. If sent by U.S. mail, the remittance must be post-
 727 marked on or before the due date. If hand-delivered, Contractor must request and receive a date-stamped
 728 receipt from the City by 5:00 p.m. Pacific Time (PT) on the due date.

729 4.08 Franchise Fee Disputes. In the event of any disputes between the Contractor and the City
 730 with respect to the fees described in this Article, the City shall provide the Contractor with written objection
 731 within one hundred eighty (180) days of the receipt of the written report described in Section 4.05,
 732 encompassing the dispute amount. The City shall state its objections in writing with reference to the applicable
 733 portion(s) of the report and its reasons then known for its dispute. The Parties agree to meet and confer
 734 regarding any such dispute. Should agreement between City and Contractor on fees owed not be reached
 735 within sixty (60) days of the City's written objections, or other period as agreed upon by both parties, City and
 736 Contractor agree to submit the fee dispute to binding arbitration as described in Article 31.

737 4.09 In the event any City-Imposed fee (hereinafter "CIF") is determined by an arbitrator or court
 738 to be excessive, invalid, or unenforceable, then: (i) Contractor shall not charge or collect the future portion of
 739 such CIF; (ii) to the extent the Customers are entitled to a reimbursement of any portion of such CIF, and City
 740 is required to reimburse Contractor in the amount of such CIF previously remitted to City, thereafter Contractor
 741 shall directly reimburse all Customers entitled to reimbursement in the amount attributable to each Customer
 742 account and the City shall reimburse Contractor for such amounts. In no event shall Contractor retain any
 743 portion of the fees reimbursed by City; (iii) to the extent the Customers are entitled to a reimbursement of
 744 such CIF, and City is required by a court to directly reimburse Customers, Contractor shall assist City in
 745 identifying all Customers entitled to a reimbursement, quantifying the reimbursement amount attributable to

746 each Customer account, and obtaining and providing to City any other information needed to satisfy the
 747 obligations imposed by a court; and (iv) City and Contractor will, within thirty (30) days following such
 748 arbitration or court decision, meet and confer to negotiate in good faith and using reasonable efforts to attempt
 749 to agree on modifications to the Agreement.

750 **Article 5. General Requirements**

751 5.01 Service Standards. Contractor must perform all Solid Waste Collection under this
 752 Agreement in a thorough and professional manner as described in Article 25, while meeting the minimum
 753 performance and Diversion standards listed in Article 17, according to the Sustainability and Compliance Plan
 754 (Exhibit 9) developed by the Contractor and approved by the City.

755 5.02 Labor and Equipment. Contractor must provide and maintain all labor, equipment, tools,
 756 facilities, and personnel supervision required for the performance of Contractor's obligations under this
 757 Agreement. Contractor must always have sufficient backup equipment and labor to fulfill Contractor's
 758 obligations under this Agreement. No compensation for Contractor's services or for Contractor's supply of
 759 labor, equipment, tools, facilities, or supervision will be provided or paid to Contractor by City or by any Service
 760 Recipient except as expressly provided by this Agreement.

761 5.03 Holiday Service. Contractor is not required to provide Solid Waste Collection or maintain
 762 office hours on New Year's Day, Independence Day, Labor Day, Thanksgiving Day, or Christmas Day. In any
 763 week in which one of these Holidays falls on a Workday, SFD Collection Service for the Holiday and each
 764 Workday thereafter will be delayed one Workday for the remainder of the week, with normally scheduled
 765 Friday SFD Collection Service being performed on Saturday. Contractor shall not be required to maintain
 766 office hours on such a Saturday, but shall instead be permitted to utilize a voicemail system that is checked
 767 hourly for messages between the hours of 8:00 a.m. and 5:00 p.m. Any messages that request or necessitate
 768 an immediate response shall be responded to by Contractor that day. Commercial Collection Service will be
 769 adjusted as set forth in Article 12, but must meet the minimum frequency requirements of one (1) time per
 770 week. Solid Waste Collection will not take place on Sundays, unless previously authorized by the Agreement
 771 Administrator. On all other Holidays observed by the City (Martin Luther King Jr. Day, Lincoln's Birthday,
 772 Washington's Birthday, Cesar Chavez Day, Memorial Day, Juneteenth, Veterans Day, the Wednesday before
 773 Thanksgiving, Christmas Eve Day, and New Year's Eve Day), Contractor shall provide Solid Waste Collection
 774 Service as scheduled, but Contractor is not required to maintain office hours.

775 5.04 Inspections. The City has the right to inspect Contractor's facilities or Collection Vehicles
 776 and their contents used to provide services pursuant to this Agreement at any reasonable time while operating
 777 inside or outside the City without advance notice to the Contractor.

778 5.05 Commingling of Materials.

779 5.05.1 SFD Materials Collected in Sebastopol. Contractor may not at any time commingle
 780 any SFD materials Collected pursuant to this Agreement with any other material Collected by Contractor

781 inside or outside the City of Sebastopol without the express prior written authorization of the Agreement
 782 Administrator.

783 5.05.2 Commercial Garbage Materials Collected in Sebastopol. Contractor may
 784 commingle Commercial Garbage materials Collected pursuant to this Agreement with other materials
 785 Collected outside the City of Sebastopol, provided that Contractor tracks the tonnage of Commercial material
 786 Collected inside the City of Sebastopol separately using a City-approved allocation methodology. Changes
 787 to the allocation methodology may only be made with the express prior written authorization of the
 788 Agreement Administrator.

789 5.05.3 Recyclable Materials. Subject to Sections 10.09.2, 11.08.4, and 12.05.4, Contractor
 790 may not at any time commingle SFD or Commercial Recyclable Materials Collected pursuant to this
 791 Agreement with any other material type Collected by Contractor without the express prior written
 792 authorization of the Agreement Administrator.

793 5.05.4 Organic Waste. Subject to Sections 10.10.3, 11.09.5, and 12.06.6, Contractor may
 794 not at any time commingle SFD or Commercial Organic Waste Collected pursuant to this Agreement with
 795 any other material type Collected by Contractor, without the express prior written authorization of the
 796 Agreement Administrator.

797 5.05.5 Commingled Garbage and Recyclables. Only in special circumstances in which
 798 separate Collection Containers pose a challenge due to space or logistical constraints, and with prior written
 799 authorization of the Agreement Administrator, Contractor may Collect Commercial Garbage and Recyclable
 800 Materials in the same Collection Container, using a Split-bin or Unicycling, for the purposes of processing
 801 Recyclable Materials for Diversion.

802 5.06 Contamination. Contractor must offer the Service Recipients the correct combination of
 803 Cart and Bin sizes and Collection frequency beyond the minimum bundled service requirements, as
 804 necessary, that matches their unique service needs to reduce Contamination, and to provide service at the
 805 least cost to Service Recipients. To support City's Diversion goals and Contractor's Diversion Requirements
 806 as set forth in Article 8, Contractor is only required to Collect and process Recyclable Materials if they have
 807 been separated by the Service Recipient from Garbage and Organic Waste and will only be required to Collect
 808 Organic Waste if it has been Source Separated by the Service Recipient from Garbage and Recyclable
 809 Materials.

810 As part of Contractor's Public Education Services under Section 20.02, Contractor has agreed to provide
 811 outreach and support to Service Recipients as described in the Contractor's Sustainability and Compliance
 812 Plan provided as Exhibit 9 and the Education and Outreach Plan provided as Exhibit 10. Additionally,
 813 Contractor's route Collection personnel will report to Contractor's supervisors if they observe potential
 814 Contamination problems and/or insufficient Collection capacity. For purposes of determining if Recyclable
 815 Materials or Organic Waste are deemed to be Contaminated, if, by visual or digital inspection, Recyclable
 816 Materials are commingled with ten percent (10%) by weight or volume of Garbage or Organic Waste, or if, by

817 visual inspection, Organic Waste is commingled with three percent (3%) by volume of Garbage or Recyclable
 818 Materials, then Recyclable Materials and/or Organic Waste will be deemed to be Contaminated and
 819 Contractor may take the following steps:

820 5.07 Violations by Service Recipients. The following provisions will apply to all Commercial,
 821 MFD, and SFD Service Recipients. An occurrence is defined as an event of Contamination in one day,
 822 meaning that two occurrences cannot occur on the same day.

823 5.07.1 First and Second Occurrence. For the first and second occurrence within any rolling
 824 12-month period of Contamination for a particular Container (i.e., Recyclable Materials or Organic Waste),
 825 Contractor must Collect the Contaminated Container (as Solid Waste) and must affix to the Contaminated
 826 Container a Contamination Violation Notice which contains instructions on the proper procedures for sorting
 827 Recyclable Materials or Organic Waste, and must notify the Service Recipient by phone, U.S. mail, email,
 828 or in person (which may be a Container tag that meets SB 1383 requirements), that for the third and
 829 subsequent incidents of excess Contamination, the Service Recipient may be charged a Contamination fee
 830 for the Contaminated Container, and Contractor may increase the Collection Container size, or require an
 831 additional Collection Container. Contractor's representative must also contact the Service Recipient by
 832 phone, U.S. mail, email, or in person (which may be a Container tag that meets SB 1383 requirements) to
 833 ensure that they have the appropriate level of service for proper Collection of Recyclable Materials and/or
 834 Organic Waste. Contractor must also document the Contamination issue and provide digital/visual
 835 documentation to the Service Recipient that clearly documents the Service Recipient's on-going
 836 Contamination problems.

837 5.07.2 Third Occurrence. For the third or subsequent occurrence within any rolling 12-
 838 month period of Contamination for a particular Container (i.e., Recyclable Materials or Organic Waste),
 839 Contractor must Collect the Contaminated Container (as Solid Waste) and must charge the Service
 840 Recipient a Contamination fee as set forth in Exhibit 1. Contractor must continue providing the Recyclable
 841 Materials or Organic Waste Collection Service. Contractor must provide (or have provided)
 842 digital/photographic documentation to the Service Recipient that clearly documents the Service Recipient's
 843 on-going Contamination problems and written Notices of Contamination as described above. Contractor may
 844 increase the Container size or Collection frequency and impose a Contamination surcharge on the account
 845 for a period of six months or until the Service Recipient has demonstrated no Contamination for a period of
 846 three consecutive months. Contractor must document Contamination issue and surcharge and notify City
 847 within five (5) Business Days if Contractor increases the Container size or Collection frequency for excessive
 848 Contamination or imposes the Contamination surcharge on the account. City will consult with Contractor and
 849 consider and pursue, as applicable, appropriate legal remedies against offending Service Recipients to
 850 secure discontinuance of the Contamination.

851 5.08 Tracking Occurrences of Contamination. Regarding Section 5.07, each Contamination
 852 occurrence is tracked annually per Calendar Year, and resets at the start of each Calendar Year if
 853 Contamination occurrences are not active and consecutive. Where Contamination is occurring, and
 854 occurrences are consecutive and unremedied, their count shall continue across Calendar Years until remedy
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855 occurs. In this case, once the Service Recipient has demonstrated no Contamination for a period of three
856 consecutive months, the tracking calendar will reset.

857 5.09 Disputes Over Excess Contamination Charges. If Service Recipient disputes a
858 Contamination charge (which must be within thirty (30) days of them being receiving notice for the charge),
859 Contractor will temporarily halt any Contamination charge and/or increased Maximum Service Rate resulting
860 from increasing the Collection Container size, or Collection frequency, and Contractor may request a ruling
861 by the City Manager to resolve the dispute. During the pendency of any request, Contractor may restore
862 Container size or number, or Collection frequency to the prior levels. A request by Contractor to the City
863 Manager to rule on any such dispute must be filed within ten (10) Business Days of Contractor's halting of
864 Contamination charge, or increased Maximum Rate, and must include written documentation and
865 digital/visual evidence of ongoing overall problems. The City Manager may request a meeting (in person or
866 phone) with both the Service Recipient and Contractor to resolve the dispute. Following such a meeting, the
867 City Manager will rule on the dispute within ten (10) Business Days, and the City Manager's decision on
868 resolving the dispute between Contractor and Service Recipient will be final. If the City Manager rules in favor
869 of the Service Recipient, Contractor will credit the disputed Contamination charges or increased Maximum
870 Service Rate. If the City Manager rules in favor of Contractor, Contractor may charge Service Recipient the
871 prior halted Contamination charge and/or increased Maximum Service Rate resulting from increasing the
872 Collection Container size or Collection frequency and may follow the steps in Exhibit 6 for collection of
873 delinquent accounts.

874 5.10 Overage and Correction Procedures. Contractor shall provide the Service Recipients the
875 correct combination of Collection Containers and Collection frequency that matches each Service Recipient's
876 unique service needs to enable clean, efficient, and cost-effective Collection of Solid Waste, Recyclable
877 Materials, and Organic Waste. City and Contractor agree that overflow of Solid Waste that is not properly in
878 the Service Recipient's Solid Waste Collection Containers negatively impacts public health and safety.
879 Contractor has also agreed to conduct Recycling audits and provide outreach and support to Service
880 Recipient accounts receiving the correct service level. However, if Service Recipients are found to habitually
881 overflow their Solid Waste Collection Containers (i.e., lid will not close, and/or material not contained within
882 Container), Contractor may take the steps listed below to correct Service Recipient's on-going overflow of
883 Solid Waste.

884 5.10.1 Prior Arrangements for Collection. If the Service Recipient has made prior
885 arrangements with Contractor for Collection of Solid Waste Overages, Contractor must Collect such
886 Overages as arranged, and may charge the Service Recipient the Solid Waste Overage fee (prior
887 arrangement) set forth in Exhibit 1.

888 5.10.2 No Prior Arrangements. If the Service Recipient has not made prior arrangements
889 with Contractor for Collection of Solid Waste Overage, (i) Contractor may Collect such Solid Waste Overage
890 at no additional charge as a courtesy, (ii) Contractor may not Collect the Solid Waste Overage and leave a
891 Non-Collection Notice explaining the reason for non-collection of the Solid Waste Overage, (iii) Contractor
892 may Collect the Solid Waste Overage (up to two lifts) and charge the Service Recipient the Solid Waste
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893 Overage fee (no prior arrangement) set forth in Exhibit 1 as provided below, or increase the capacity or
 894 frequency of Collection of the existing Collection Container(s) to match documented service needs as
 895 provided below. In managing Solid Waste Overages, the following apply:

896 5.10.2.1 SFD Service Recipients – Each Occurrence. For each occurrence
 897 Contractor will not Collect the Solid Waste Overage because the Collection Container could not be serviced
 898 by normal operating procedures or cause spillage upon servicing, Contractor must provide written notice
 899 via email, U.S. mail, or in person (which may be by Non-Collection Notice) to the Service Recipient with the
 900 date, description, and photograph of the Solid Waste Overage. Contractor's Non-Collection Notice for SFD
 901 Service Recipients shall also contain instructions on (a) how to schedule a Bulky Waste Collection or (b)
 902 request an additional Collection Container to eliminate future Overages. For each occurrence Contractor
 903 charges a Service Recipient the Solid Waste Overage fee (no prior arrangement) set forth in Exhibit 1,
 904 Contractor will document the physical condition of the Collection Container and associated Overage with
 905 one or more photographs and retain this documentation for the period of at least one year.

906 5.10.2.2 Commercial and MFD Service Recipients – Each Occurrence.
 907 Contractor must provide a written notice on the Container and may provide a copy of the notice via email,
 908 U.S. mail, or in person (which may be by Non-Collection Notice) to the Service Recipient with the date,
 909 description, and photograph of the Solid Waste Overage. Contractor's Non-Collection Notice for MFD
 910 Service Recipients shall also contain instructions on (a) how to schedule a Bulky Waste Collection or (b)
 911 request an additional Collection Container to eliminate future Overage. Contractor may Collect the Solid
 912 Waste Overage and may charge the Service Recipient a Solid Waste Overage fee as set forth in Exhibit 1
 913 and increase the capacity or Collection frequency of the Collection Container to match documented service
 914 needs. At least ten (10) Business Days prior to increasing the Collection Container size or frequency of
 915 Collection, Contractor's representative must also contact the Service Recipient by phone, U.S. mail, email,
 916 or in person (which may be by Non-Collection Notice) to ensure that Service Recipient has the appropriate
 917 level of service. Contractor must document Overage issue and notify City within ten (10) Business Days of
 918 any changes in Service Recipient's Collection Container size or Collection frequency. The increased
 919 capacity or Collection frequency will remain in effect until Contractor determines that it is no longer needed
 920 to prevent Overages, which may be longer than the one Calendar Year stated above. Such determination
 921 will be in Contractor's sole but reasonable discretion and will be subject to the dispute resolution procedure
 922 set forth below. City will consider, and pursue as applicable, appropriate legal remedies against offending
 923 Service Recipients in order to secure discontinuance of the Overages.

924 5.10.2.3 Tracking Occurrences of Solid Waste Overage. Regarding
 925 Section 5.10, after twelve (12) months have passed from the last applicable Solid Waste Overage
 926 occurrence, the next Solid Waste Overage occurrence will be deemed a first Solid Waste Overage
 927 occurrence.

928 5.10.3 Disputes Over Container Overflow Charges. If Service Recipient disputes a Solid
 929 Waste Overage charge or Container size or Collection frequency change within 30 days of the disputed
 930 action, Contractor must temporarily halt Solid Waste Overage charge and/or increased Maximum Service
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931 Rate resulting from increasing the Collection Container size or Collection frequency, and Contractor may
 932 request a ruling by the City Manager to resolve the dispute. During the pendency of any request, Contractor
 933 may restore Container size or number, or Collection frequency, to the prior levels. A request by Contractor
 934 to the City Manager to rule on any such dispute must be filed within ten (10) Business Days of Contractor's
 935 halting of Solid Waste Overage charge, or increased Maximum Rate, and must include written
 936 documentation and digital/visual evidence of ongoing overall problems. The City Manager may request a
 937 meeting (in person or phone) with both the Service Recipient and Contractor to resolve the dispute. Following
 938 such a meeting, the City Manager will rule on the dispute within ten (10) Business Days, and the City
 939 Manager's decision on resolving the dispute between Contractor and Service Recipient will be final. If the
 940 City Manager rules in favor of the Service Recipient, Contractor must credit the disputed charge or increased
 941 Maximum Service Rate. If the City Manager rules in favor of Contractor, Contractor may charge Service
 942 Recipient the prior halted Solid Waste Overage charge and/or increased Maximum Service Rate resulting
 943 from increasing the Solid Waste Collection Container size or Collection frequency and may follow the steps
 944 in Exhibit 6 for collection of delinquent accounts.

945 5.10.4 Notifying City of Habitual Overflow. Contractor shall notify the City regarding
 946 Commercial and MFD Customers that habitually overflow their Containers, where habitual overflow is
 947 defined as three (3) or more instances per Quarter, so that the City can take appropriate action with such
 948 Customers to secure discontinuance of the Overages.

949 5.11 Ownership of Materials. Except as provided otherwise under Applicable Law, title to
 950 Residential Waste, Commercial Solid Waste, Recyclable Materials, Organic Waste, Bulky Waste, and
 951 Construction and Demolition Debris will pass to Contractor at such time as said materials are set out for
 952 Collection.

953 5.12 Spillage and Litter. Contractor may not litter Premises in the process of providing Solid
 954 Waste Collection or while its vehicles are on the road. Contractor must transport all materials Collected under
 955 the terms of this Agreement in such a manner as to prevent the spilling or blowing of such materials from
 956 Contractor's vehicles. Contractor must exercise all reasonable care and diligence in providing Solid Waste
 957 Collection so as to prevent spilling or dropping of Residential Waste, Commercial Solid Waste, Recyclable
 958 Materials, or Organic Materials, and must immediately, at the time of occurrence, clean up such spilled or
 959 dropped Residential Waste, Commercial Solid Waste, Recyclable Materials, or Organic Materials.

960 5.12.1 Contractor is not responsible for cleaning up sanitary conditions caused by the
 961 carelessness of the Service Recipient; however, Contractor must clean up any material or residue that is
 962 spilled or scattered by Contractor or its employees, or from Overage.

963 5.12.2 Equipment oil, hydraulic fluids, spilled paint, or any other liquid or debris resulting
 964 from Contractor's operations or equipment repair must be covered immediately with an absorptive material
 965 and removed from the street surface. Contractor must document spillage and notify City's stormwater
 966 compliance coordinator within ninety (90) minutes of any spills resulting from Contractor's operations or
 967 equipment. When necessary, Contractor must apply a suitable cleaning agent and cleaning technique to the

968 street surface to provide adequate cleaning as approved by the City's stormwater compliance coordinator to
 969 be compliant with the City's stormwater permit.

970 5.12.3 The above paragraphs notwithstanding, Contractor must clean up any spillage or
 971 litter caused by Contractor within ninety (90) minutes upon notice from the City. If City deems necessary,
 972 Contractor must engage a third-party environmental clean-up specialist to remove any equipment oil,
 973 hydraulic fluids, or any other liquid or debris that remains on street after Contractor's own clean-up efforts.
 974 If clean-up is not conducted to the satisfaction of City, City has the right to engage environmental clean-up
 975 specialist to perform additional clean-up work at the expense of Contractor. In the event of Contractor's spill
 976 or release of a Hazardous Substance, Contractor is responsible for promptly notifying any federal, State,
 977 County, or local governmental agency having jurisdiction over same as may be required under federal, State,
 978 County or local law or regulation.

979 5.12.4 In the event where damage to City streets is caused by a hydraulic fluid spill (i.e.,
 980 any physical damage more than a simple cosmetic stain caused by the spill), Contractor shall be responsible
 981 for all repairs to return the street to the same condition as that prior to the spill. Contractor shall be
 982 responsible for all clean-up activities related to the spill. Repairs and clean-up shall be performed in a manner
 983 satisfactory to the City and at no cost to the City.

984 5.12.5 To facilitate immediate clean-up, Contractor's vehicles must always carry enough
 985 petroleum absorbent materials, along with a broom and shovel.

986 5.13 SB 1383 Universal Roll-Out. Contractor shall provide Organic Materials Collection service
 987 to all of its Customers within City who are subscribed to and pay for Solid Waste Collection service, unless
 988 (i) the Customer is categorically exempted under City's Municipal Code from the requirement to subscribe for
 989 Organic Materials Collection service, (ii) the Customer qualifies for and is granted a State- or City-issued
 990 waiver, or (iii) the Customer refuses Organic Waste service. Contractor will work with Customers to
 991 appropriately size Collection Containers such that source-separation of all materials is possible without any
 992 overflow of material, and if any disputes arise or Overages occur, the City will make the final determination
 993 on proper Container size.

994 5.14 Regulations and Record Keeping. Contractor must comply with emergency notification
 995 procedures required by Applicable Laws and regulatory requirements. All records required by regulations
 996 must be maintained at Contractor's offices. These records must include waste manifests, waste inventories,
 997 waste characterization records, inspection records, incident reports, and training records.

998 5.15 Response Times for City Requests. Upon receiving a data request or information request
 999 from City that is not covered by other timeline requirements articulated in this document, and provided that
 1000 the request from City shall not take more than eight (8) hours of Contractor staff time to complete, Contractor
 1001 shall compile the requested information and send back a complete response within five (5) Business Days of
 1002 receipt of the request.

1003 **Article 6. Collection Service Rates**

1004 6.01 Collection Service Rates. Collection Service Rates effective [July 1, 2025, IF CITY
 1005 COUNCIL SELECTS EXHIBIT 1A – IF CITY COUNCIL SELECTS EXHIBIT 1B, THEN THIS PROVISION
 1006 ALSO INCLUDES JULY 1, 2026, AND JULY 1, 2027], shall not exceed the Maximum Service Rates listed in
 1007 Exhibit 1. [ALL REFERENCES TO EXHIBIT 1 REFER TO EITHER EXHIBIT 1A OR EXHIBIT 1B,
 1008 DEPENDING ON WHICH IS SELECTED BY THE CITY COUNCIL.] Contractor shall not charge any Service
 1009 Recipient an amount that exceeds the applicable Maximum Service Rate set forth in Exhibit 1, which may
 1010 only be adjusted as provided in this Agreement.

1011 6.02 Low-Income Discount as Contractor's Good Will. In exchange for the good will of the City
 1012 and the general public, Contractor voluntarily agrees to discount the rate it charges for Solid Waste Collection
 1013 provided to eligible Service Recipients (the "Discount") and that the Discount shall neither impact the
 1014 Maximum Service Rates nor be otherwise paid for or subsidized by any other Service Recipients. Contractor
 1015 shall make the Discount available to any person who demonstrates through appropriate documentation that
 1016 they are: (i) a person of low, lower, or extremely low income, as demonstrated by enrollment in a discounted
 1017 utility program; and (ii) the service account holder; and (iii) the head of household and occupant at the Service
 1018 Unit address. Within thirty (30) days of the Commencement Date, Contractor shall provide educational
 1019 materials describing and explaining the availability and how to qualify for and receive the Discount to all
 1020 persons in the City currently subscribed to a discount rate program. Contractor shall thereafter advertise the
 1021 availability of the Discounted services on its website throughout the Term of this Agreement and at least once
 1022 per year by direct notice to all SFD Service Recipients.

1023 6.03 Adjustments to Maximum Service Rates using a Refuse Rate Index. [Beginning on July 1,
 1024 2026, ONLY IF THE CITY COUNCIL SELECTS EXHIBIT 1A – IF CITY COUNCIL SELECTS EXHIBIT 1B,
 1025 THIS PROVISION STARTS ON JULY 1, 2028], and annually thereafter, Contractor shall, subject to
 1026 compliance with all provisions of this Section, receive an annual adjustment to the Maximum Service Rates
 1027 as set forth in Exhibit 1 to this Agreement. This adjustment will be calculated through the use of a Refuse
 1028 Rate Index (RRI).

1029 6.03.1 RRI Adjustment. [Beginning on July 1, 2026, ONLY IF THE CITY COUNCIL
 1030 SELECTS EXHIBIT 1A – IF CITY COUNCIL SELECTS EXHIBIT 1B, THIS PROVISION STARTS ON JULY
 1031 1, 2028], and annually thereafter during the term of this Agreement, the Maximum Service Rates set forth in
 1032 Section 6.01 above shall be adjusted by the RRI adjustment set forth below. In any year that the calculation
 1033 of the RRI results in a negative number, there shall be no adjustment of the Maximum Service Rates.

1034 6.03.2 The RRI adjustment shall be the sum of the weighted percentage change in the
 1035 Annual Average of each RRI category as described in Exhibit 14.

1036 6.04 Rate Adjustment Period. By [April 5, 2026, ONLY IF THE CITY COUNCIL SELECTS
 1037 EXHIBIT 1A – IF CITY COUNCIL SELECTS EXHIBIT 1B, THIS PROVISION STARTS ON APRIL 5, 2028],
 1038 and annually thereafter during the remaining term of the contract, the Contractor shall notify City of the

1039 calculated RRI adjustments to the Maximum Service Rates. Rate adjustments will be effective July 1st of
 1040 each year and shall be reflected in the next billing cycle. Any increase to rates shall be prorated over the
 1041 course of the billing year in such a manner to recover any incremental loss in revenue due to the billing cycle.

1042 6.05 CPI Adjustment Calculation. Beginning on July 1, 2026, and for subsequent years
 1043 thereafter, various dollar payment amounts stipulated in this Agreement shall be adjusted based on one
 1044 hundred percent (100%) of the average change in the CPI for the 12-month period from January to December.
 1045 Therefore, the first of these adjustments, effective July 1, 2026, will be based on the percentage change in
 1046 CPI for the average CPI value from January 1, 2025, through December 31, 2025, compared to the average
 1047 CPI value from January 1, 2024, through December 31, 2024, rounded to the nearest hundredth of a percent.
 1048 The index to be used shall be the series CUSR0000SEHG, Water and Sewer and Garbage Collection
 1049 Services in U.S. city average, all urban consumers, seasonally adjusted.

1050 6.06 Five Percent (5%) Cap on Collection Services Category of RRI Adjustment. In any Rate
 1051 Year that the calculation of the Collection Services category of the RRI exceeds five percent (5%), the
 1052 adjustment for the Collection Services category of the RRI for that year will equal five percent (5%) and there
 1053 will be no rollover amount added to the Collection Services category of the RRI rate adjustment percentage
 1054 in the following year, or any subsequent year. If the Collection Services category of the RRI is negative, there
 1055 will be no adjustment for the Collection Services category of the RRI for that year. This provision does not
 1056 apply to the Post-Collection Services categories of the RRI calculation, which are: Garbage Disposal, Organic
 1057 Waste and Food Waste Diversion, and Recyclable Materials Diversion. The five percent (5%) cap shall not
 1058 be applied to these Post-Collection Services Categories of the RRI adjustment, and therefore the overall RRI
 1059 adjustment to Maximum Service Rates may exceed five percent (5%) notwithstanding the five percent (5%)
 1060 cap on the Collection Services category of the RRI adjustment.

1061 6.07 Rounding. Adjustments to the overall Maximum Service Rates shall be made only in units
 1062 of one cent (\$0.01). Fractions of less than one cent (\$0.01) shall not be considered in making adjustments.
 1063 All RRI indices shall be rounded at two (2) decimal places for the adjustment calculations.

1064 6.08 Maximum Service Rate Adjustment Report. On or before [March 1, 2026, ONLY IF THE
 1065 CITY COUNCIL SELECTS EXHIBIT 1A – IF CITY COUNCIL SELECTS EXHIBIT 1B, THIS PROVISION
 1066 STARTS ON MARCH 1, 2028], and each year thereafter for the Term, Contractor shall deliver to City a draft
 1067 report on its proposed adjustment to the Maximum Service Rates for the subsequent July 1st (the “Adjustment
 1068 Report”), and this draft report shall be completed based on information available to Contractor at that time.
 1069 On or before [April 5, 2026, ONLY IF THE CITY COUNCIL SELECTS EXHIBIT 1A – IF CITY COUNCIL
 1070 SELECTS EXHIBIT 1B, THIS PROVISION STARTS ON APRIL 5, 2028], of each year of the Term, Contractor
 1071 shall then deliver to City a revised Adjustment Report that incorporates any changes to disposal fees that
 1072 have been announced by the County of Sonoma since the submittal of the draft Adjustment Report. The
 1073 Adjustment Report shall be in a format as may be mutually agreed on between the City and Contractor and
 1074 must contain or be accompanied by Contractor’s adjustment calculations for the specific services performed
 1075 under this Agreement during the preceding Agreement Year in Microsoft Excel or another electronic format
 1076 acceptable to the City. Contractor shall be solely responsible for the cost of preparing the Adjustment Report.

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1077 6.08.1 Corrections. In the event the City determines the revised Adjustment Report
 1078 contains substantial errors or omissions, Contractor shall, at its sole cost, provide a corrected report to the
 1079 City. A corrected report submitted after April 5 shall be treated as a late report.

1080 6.08.2 Late Report. If Contractor fails to submit the revised Adjustment Report by April 5
 1081 1, the City may: (1) accept and consider the late Adjustment Report if the City, in its sole and reasonable
 1082 discretion, deems there is sufficient time to review and approve the proposed adjustment in time for it to be
 1083 implemented on July 1; or (2) accept and consider the late Adjustment Report at its earliest convenience, in
 1084 which case any approved rate adjustment shall only go into effect prospectively thirty (30) days after the
 1085 City's approval. In no event shall Contractor apply any rate adjustment retroactively, except as provided in
 1086 Section 4.05.1.

1087 6.08.3 No Report. If Contractor fails to provide any Adjustment Report, the Maximum
 1088 Service Rate shall remain unchanged for the next calendar year.

1089 6.09 City Approval. If Contractor provides a timely Adjustment Report, the City Manager shall
 1090 notify Contractor on or before June 15 whether the City has approved the requested adjustments to the
 1091 Maximum Service Rates for the next Rate Year. Approval of the City Council shall be required for any
 1092 requested rate adjustment of more than six percent (6%) or in the event of an Extraordinary Adjustment as
 1093 outlined in Section 6.11. The City Manager may approve all other requests or refer them to the City Council
 1094 at his or her discretion.

1095 6.10 Contractor Payment for RRI review. Contractor shall be responsible for paying the City's
 1096 cost of reviewing the annual RRI adjustment in the amount of **fifteen thousand (\$15,000)** per year. If the City
 1097 determines that Contractor has made substantial errors and has not properly submitted or correctly calculated
 1098 the RRI adjustment, the City may add additional costs up to **fifteen thousand (\$15,000)** to conduct a second
 1099 review and analysis. These payment amounts shall increase annually by the CPI Adjustment Calculation in
 1100 Section 6.05. Costs associated with Section 6.10 would be considered allowable costs for rate-setting
 1101 purposes.

1102 6.11 Extraordinary Adjustments. Contractor and City acknowledge that there may be infrequent
 1103 extraordinary events, including Change in Law, which, although they do not prevent either party from
 1104 performing, and thus do not implicate the force majeure provisions hereof, nevertheless increase the cost of
 1105 providing services above the Maximum Service Rate Adjustment articulated in Section 6.03. The obligation
 1106 of the parties in such event is to act reasonably toward each other in arriving at an appropriate adjustment in
 1107 rates. Accordingly, at its option, Contractor may apply to the City not more frequently than once every three
 1108 calendar years for an extraordinary rate adjustment, should an event or circumstance arise which negatively
 1109 impacts the economic operation of Contractor, and which is in excess of the rate adjustment resulting from
 1110 the application of Section 6.03. An extraordinary adjustment in rates will be deemed justified if it is necessary
 1111 for the Contractor to make a substantial change in its operations, or substantial capital expenditure or
 1112 investment to perform its obligations under this Agreement due to the occurrence of an event or circumstance
 1113 which is beyond the reasonable control of Contractor. Extraordinary rate adjustments shall only be effective

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1114 after approval by the City Council. For the avoidance of doubt, the requirement that Contractor retrofit or
 1115 replace its vehicles for a different type of fuel or propulsion, whether pursuant to Applicable Law, a Change
 1116 in Law, or otherwise, shall constitute an extraordinary event giving rise to an extraordinary adjustment in
 1117 Maximum Service Rates.

1118 6.11.1 Limitation on Extraordinary Adjustments. Notwithstanding the conditions outlined in
 1119 6.11, Contractor shall not be eligible for an extraordinary rate adjustment in the event that Contractor is
 1120 seeking such adjustment in conjunction with the fact that Contractor is no longer party to an agreement in
 1121 effect as of the Effective Date of this Agreement to provide Solid Waste Collection Service or other services
 1122 related to the handling of municipal waste within the County of Sonoma.

1123 6.11.2 Contractor's Burden. In the event of such an application for an extraordinary rate
 1124 increase, it is understood that the Contractor shall have the burden of demonstrating to the reasonable
 1125 satisfaction of the City the basis for the extraordinary increase cost. Contractor shall bear the burden of
 1126 justifying its request and shall be solely responsible for the cost of preparing and submitting sufficient
 1127 documentation in support of its request. City in its sole reasonable discretion may request Contractor to
 1128 provide any additional information it deems necessary to fully evaluate the request, and Contractor shall be
 1129 solely responsible for the cost of providing such additional information. Contractor shall allow City to review
 1130 a report of its annual revenues and expenses for the services provided in the City. City shall have the right
 1131 to review this information in connection with the City's review of Contractor's extraordinary rate adjustment
 1132 request. With respect to any financial statements or any other information Contractor specifically designates
 1133 as non-public information ("Confidential Information"), City agrees that, except as otherwise set forth in this
 1134 Section: (a) it will hold in confidence all Confidential Information; (b) it will restrict the disclosure of
 1135 Confidential Information within its own organization and to its agents or representatives who need to know
 1136 the Confidential Information for the purposes of the request; (c) it will not disclose Confidential Information
 1137 to any third party without the prior written consent of the Contractor; (d) it will not copy or reproduce any
 1138 written or electronically stored Confidential Information without the prior written approval of the Contractor;
 1139 and (e) it will not use Confidential Information except as required for consideration of the request. City may
 1140 consider increases or decreases in Contractor's total revenues and total cost of services when reviewing an
 1141 extraordinary rate adjustment request.

1142 6.11.3 Review Costs. At the time of its request, Contractor shall also submit a payment to
 1143 the City of **Twenty-Five Thousand Dollars (\$25,000)** to defray the City's costs to review the request for an
 1144 extraordinary rate increase. In the event the City's reasonable costs exceed that amount, Contractor shall
 1145 reimburse the City for any documented amount in excess. This payment amount shall increase annually by
 1146 the CPI Adjustment Calculation in Section 6.05. Costs associated with Section 6.11.3 would be considered
 1147 allowable costs for rate-setting purposes.

1148 6.11.4 Meet and Confer. The City and Contractor agree to meet and confer regarding the
 1149 request and to negotiate in good faith regarding the appropriateness of the requested adjustment.

1150 6.11.5 City Review; Approval. City shall review the Contractor's request and, in the City's
 1151 sole and reasonable judgment, make the final determination as to whether an adjustment to the Maximum
 1152 Service Rates will be made, and, if an adjustment is permitted, the appropriate amount of the adjustment.
 1153 Approval of the City Council shall be required for any Extraordinary Adjustments. The City shall notify
 1154 Contractor of its decision within ninety (90) calendar days regarding whether it accepts Contractor's request.
 1155 Except as provided herein, any such change approved by the City shall not be implemented until July 1 of
 1156 the next Rate Year unless a different timeframe is approved by the City Council.

1157 6.12 Procedures in Event of Invalidation of Rate Adjustment. In the event that City is unable by
 1158 operation of Applicable Law to approve or implement a rate increase under this Agreement, or some or all of
 1159 the Maximum Service Rates are disallowed by operation of Applicable Law, Contractor will have the right,
 1160 within thirty (30) days after notice of any such inability to approve or invalidation of an approved rate increase,
 1161 to request, in writing, that City negotiate in good faith regarding reductions in programs, services, or fees to
 1162 compensate for any negative impact from the unapproved or invalidated rate increase. If City fails to
 1163 commence negotiations in good faith or negotiations are not completed within forty-five (45) days following
 1164 the date of receipt of Contractor's request, either party may terminate this Agreement no earlier than one
 1165 hundred and eighty (180) days after written notice to the other.

1166 **Article 7. Collection Service Billing**

1167 7.01 Responsibility for Collection Service Billing and Collection. Contractor shall be solely
 1168 responsible for the billing and collecting of payments for the Solid Waste Collection Service it provides within
 1169 the Service Area.

1170 7.02 Invoices. Contractor shall prepare and send out invoices, by either U.S. mail or email, to
 1171 each Service Recipient in advance of all services provided by Contractor under this Agreement. Contractor
 1172 shall include an online payment option for all Customers regardless of invoice format. If sent by mail, invoices
 1173 for each billing period shall be placed in a separate envelope accompanied by a self-addressed return
 1174 envelope. All invoices shall include Contractor's email address, include directions for payment by payment
 1175 by check, credit card, or Automated Clearing House (ACH) debit, and shall include or be accompanied by a
 1176 complete billing statement showing all charges and all services provided. Contractor's online billing portal
 1177 shall include clear instructions for how to contact the Contractor if the Service Recipient has questions about
 1178 an invoice. City shall have the right to direct Contractor to revise the format of all invoices and billing
 1179 statements upon reasonable notice to Contractor.

1180 7.03 Timing; Frequency.

1181 7.03.1 SFD Service Units. Contractor shall produce an invoice for each SFD Service
 1182 Recipient, in a form and format that is approved by the City Representative, for services to be received under
 1183 this Agreement, in advance, no less than four (4) times in an Agreement Year. Contractor's invoice shall be
 1184 remitted to the Service Recipient no later than the tenth (10) day of the month proceeding the period for
 1185 which service is being billed.

1186 7.03.2 MFD and Commercial Service Units. Contractor shall produce an invoice, in a form
 1187 and format that is approved by the City Representative, for services rendered under this Agreement, on a
 1188 monthly basis, for services performed during the prior month. Contractor's invoice shall be remitted to the
 1189 Service Recipient no later than the tenth (10) day of the following month for the period for which service is
 1190 being billed.

1191 7.04 Partial Month Service. If, during a month, a Service Unit is added to or deleted from
 1192 Contractor's Service Area, Contractor shall pro-rate billing to the Service Recipient on a weekly basis, with
 1193 one week being equal to one-fourth of the applicable Maximum Service Rate found in Exhibit 1 multiplied by
 1194 the number of weeks of service provided by Contractor.

1195 7.05 Vacation Holds. If a Service Unit will be unoccupied for thirty (30) or more days
 1196 contiguously because all residents within that Service Unit will be residing elsewhere or traveling during that
 1197 time, and that Service Unit wishes to suspend service during this period of time, that Service Unit shall be
 1198 eligible for pro-rated billing on a weekly basis, with one week being equal to one-fourth of the applicable
 1199 Maximum Service Rate found in Exhibit 1 multiplied by the number of weeks the Service Unit will be
 1200 unoccupied. To initiate a hold on service, the accountholder must notify Contractor at least one week before
 1201 the start date of the requested hold.

1202 7.06 Overpayments. Contractor shall refund or issue a service credit for overpayments by
 1203 Service Recipients no later than 30 days after Contractor discovers or is notified of the overpayment.
 1204 Contractor shall refund every overpayment that: (1) exceeds two hundred dollars (\$200) or the amount of
 1205 Service Recipient's typical invoice, whichever is less; or (2) is due to the Service Recipient closing the account
 1206 prior to the end of the billing period.

1207 7.07 Delinquent Service Accounts. Contractor shall report to the Agreement Administrator, on a
 1208 monthly basis, all SFD Service Recipients who have received Collection Service and whose accounts are
 1209 more than ninety (90) days past due, and all MFD and Commercial Service Recipients whose accounts are
 1210 more than forty-five (45) days past due. Contractor may take such action as legally available to collect or
 1211 cause collection of such past due amounts, including ceasing the provision of Collection Services to any
 1212 Service Unit due to non-payment. Contractor shall follow all past due collection procedures as defined in
 1213 Exhibit 6, Customer Service Plan.

1214 7.08 Contractor's Reservation of Legal Rights and Remedies. Notwithstanding any other
 1215 provision of this Article, Contractor reserves its right, and may take such action as is legally available to
 1216 Contractor, to collect or cause collection of past due invoice amounts; provided, however, that Contractor
 1217 shall never discontinue Solid Waste Collection to any Service Unit, except as provided in Section 7.07.
 1218 Contractor may send a written notice to Service Recipient regarding payments of Billings during the billed
 1219 service period.

1220 7.09 Billing Accounts After Missed Collections.

1221 7.09.1 In the event of a missed Collection, wherein Containers were properly set out in a
 1222 timely manner and wherein the Contractor was unable to resolve the complaint by the end of the following
 1223 Workday, Contractor shall credit the account of the Customer that experienced the missed Collection by a
 1224 prorated amount for that missed Service on a weekly basis, with one week being equal to one-fourth of the
 1225 applicable monthly Service Rate Charges found in Exhibit 1 multiplied by the number of weeks of Service
 1226 missed by Contractor.

1227 7.09.2 In the event that a Customer was subject to a missed Collection wherein Containers
 1228 were properly set out in a timely manner and wherein the Contractor was unable to return and Collect the
 1229 Customer's Solid Waste until the following week, that Customer shall not be subject to any Solid Waste
 1230 Overage fees or otherwise be penalized or tracked for an instance of Overage.

1231 **Article 8. Diversion Requirements**

1232 8.01 Warranties and Representations. Contractor warrants that it is aware of and familiar with
 1233 City's waste stream, and that it has the ability, and shall use commercially reasonable efforts to provide and
 1234 employ, sufficient programs and services to ensure City will meet or exceed City's Diversion goals and
 1235 requirements (including, without limitation, amounts of Solid Waste to be Diverted, timeframes for Diversion,
 1236 and any other requirements) as set forth in this Article, Applicable Law, and CalRecycle Regulations, and that
 1237 Contractor will do so without imposing any costs or fees other than those set forth in Exhibit 1. Contractor
 1238 hereby agrees to assist the City to meet or exceed, on an annual basis, the Diversion Compliance, by
 1239 undertaking the actions set forth in Section 8.02.

1240 8.02 Contractor Required Actions. Contractor shall take all of the following actions to assist the
 1241 City in meeting, on an annual basis, Diversion Compliance:

1242 8.02.1 Except for Organic Waste Collected from homeless encampments or material
 1243 subject to quarantine by the California Department of Food & Agriculture, and except as provided in Sections
 1244 5.06 and 5.10, Collect and deliver all Organic Waste to the Organic Waste Processing Facility for processing
 1245 and Diversion.

1246 8.02.2 Except as provided in Sections 5.06 and 5.10, Collect and deliver all Recyclable
 1247 Materials to the Materials Recovery Facility.

1248 8.02.3 Collect and deliver all Garbage to the Disposal Facility.

1249 8.02.4 Collect and deliver all Construction and Demolition Debris to the Materials Recovery
 1250 Facility.

1251 8.02.5 Deliver all material set out for Collection in Cart, Bins, or Roll-Off Containers
 1252 identified as containing Source Separated Recyclable Material to the Materials Recovery Facility for
 1253 processing and Diversion.

1254 8.02.6 Deliver all material set out for Collection in Cart, Bins, or Roll-Off Containers
 1255 identified as containing Source Separated Organic Waste to the Organic Waste Processing Facility for
 1256 processing and Diversion.

1257 8.02.7 Only material in Garbage Carts or Garbage Bins will be delivered to the Disposal
 1258 Facility for Disposal. All other material must go to the appropriate facility for full processing and Diversion.

1259 8.02.8 Contractor must take all commercially reasonable and lawful actions to maximize
 1260 Diversion of materials from landfills.

1261 8.02.9 Contractor must develop and provide sufficient accurate information and data as
 1262 necessary to ensure that Contractor and City annually demonstrate Diversion Compliance to CalRecycle.

1263 8.02.10 Contractor must implement public education and outreach programs as required
 1264 under this Agreement.

1265 8.03 Annual Reporting. Contractor shall calculate the Diversion Compliance Rate on an annual
 1266 basis and shall deliver a written report regarding the same to the City no later than February 14 of the year
 1267 following the reporting period as set forth in Section 22.06.

1268 8.04 Failure of Recyclables Market. Notwithstanding any other provision of this Agreement to
 1269 the contrary, where CalRecycle has determined that there are no commercially viable markets for a specific
 1270 type of Recyclable Materials, or with written notice to City, Contractor is unable to identify a market for one or
 1271 more Recyclable Materials despite the exercise of commercially reasonable efforts to process and market
 1272 the material, and determines to Dispose of the Recyclable Material(s), such a determination shall not
 1273 constitute a failure to implement service, a failure to implement a program, or an event of default hereunder.

1274 8.05 Failure to Meet Diversion Rate. If CalRecycle determines that City has failed to meet the
 1275 Diversion Compliance due to Contractor's failure to undertake the actions described in this Section,
 1276 Contractor must prepare, at Contractor's cost and expense, and submit a corrective action plan to City
 1277 sufficient to demonstrate good faith efforts by City to comply with Diversion Compliance and that is otherwise
 1278 acceptable to CalRecycle, and may be subject to Administrative Charges and Penalties as allowed under
 1279 Article 25 and specified in Exhibit 5. Contractor must also submit a written corrective action plan to the City
 1280 before March 15 of the year following the missed minimum Diversion requirement. Contractor's corrective
 1281 action plan must specify all actions Contractor will take to ensure it will meet Diversion Compliance Rates in
 1282 the future and shall be subject to the review and approval by the Agreement Administrator. Contractor must
 1283 implement all measures identified in the corrective action plan at its sole cost and expense, unless the failure
 1284 to meet Diversion Compliance was due to a Change in Law or due to the negligent acts or omissions of the
 1285 City. If Contractor fails to submit an adequate corrective action plan or to fully implement a City-approved
 1286 corrective action plan, it shall subject Contractor to Administrative Charges and Penalties as allowed under
 1287 Article 25 and specified in Exhibit 5 in addition to any other remedies available to the City.

1288 8.06 Representations and Warranties. Contractor represents and warrants that it is aware of
 1289 and familiar with the Diversion Compliance, the Applicable Laws, and City's waste stream. Contractor
 1290 represents and warrants that it has the capacity, skill, and ability to undertake the actions identified in Section
 1291 8.02 above without imposing any costs or fees other than those set forth in the Schedule of Maximum Service
 1292 Rates, as may be adjusted as provided for in this Agreement. Where the Diversion Compliance is modified
 1293 by a Change in Law, Contractor agrees to develop and implement such actions, programs, and measures as
 1294 are necessary to bring City into compliance with the modified Diversion Compliance, and City agrees that it
 1295 will meet and confer with Contractor for a period not to exceed ninety (90) days regarding such actions,
 1296 programs, and measures, their implementation, and adjustments to rates reasonably necessary to effectuate
 1297 same in accordance with Section 30.01.

1298 8.07 Mutual Cooperation. City and Contractor shall each reasonably cooperate in good faith
 1299 with all efforts of the other Party to meet City's Diversion requirements under Applicable Law and the
 1300 Contractor's obligations under this Article. City's obligations in this regard shall include, without limitation,
 1301 making such petitions and applications as may be reasonably requested by Contractor for time extensions in
 1302 meeting Diversion goals, or other exceptions from the terms of Applicable Laws, and to agree to authorize
 1303 such changes to Contractor's Recyclable Materials, Organic Waste, or Solid Waste programs as may be
 1304 reasonably requested by Contractor in order to achieve the minimum requirements of this Article.

1305 8.08 Contractor's Diversion Programs. Contractor shall implement the Diversion programs
 1306 required under this Agreement to ensure that City and Contractor comply with all Diversion requirements
 1307 under Applicable Law and the City meets or exceeds all minimum Diversion requirements under Applicable
 1308 Law. Contractor shall furthermore, at its sole cost and expense, (1) assist the City in responding to inquiries
 1309 from, or prepare for and attend any hearing before, CalRecycle or any other regulatory agency relating to the
 1310 City's compliance with Applicable Law; prepare for and participate in CalRecycle's review of the City's SRRE;
 1311 apply for any extension available under Applicable Law; develop and implement a public awareness and
 1312 education program consistent with the City's SRRE and Household Hazardous Waste Element and any
 1313 related requirements of Applicable Law; (2) provide the City with Recycling, source reduction, and other
 1314 technical assistance as may be needed to comply with Applicable Law; and (3) advise the City of additional
 1315 programs or measures Contractor can, if authorized by the City, implement to increase compliance with the
 1316 Diversion requirements of Applicable Law.

1317 8.09 New Diversion Programs. If Contractor fails to meet any Diversion Compliance requirement
 1318 or the City fails to meet any CalRecycle Diversion requirement, notwithstanding Contractor's implementation
 1319 of all Diversion and public education programs as required by this Agreement, the City may direct Contractor
 1320 to modify its Diversion and public education programs or implement new programs. Such modifications shall
 1321 constitute a City-Directed Change under Section 30.01. Contractor shall not implement new Diversion
 1322 programs not described in this Agreement without the City's prior consent.

1323 8.10 Nothing contained herein shall prohibit Contractor from meeting its Diversion requirements
 1324 by any alternative methods or procedures, provided it complies with Applicable Law, as may be amended

1325 from time to time. Contractor's ability to meet its Diversion requirements by alternative methods per this
1326 Section is subject to Agreement Administrator review and approval.

1327 8.11 Subject to Public Resources Code Section 40059.1, which will control in the event of any
1328 conflict with the provisions of this Section, Contractor agrees to indemnify and hold harmless the City, its
1329 Council, elected and appointed board or commission members, officers, employees, volunteers, and agents
1330 (collectively, "Indemnities") from and against any and all loss, liability, penalty, forfeiture, claim, demand,
1331 action, proceeding, or suit in law or equity of any and every kind and description, whether judicial, quasi-
1332 judicial, or administrative in nature, arising or resulting from or in any way connected with Contractor's
1333 obligation to meet Diversion requirements, as more fully set forth in Section 28.04 of this Agreement.

1334 **Article 9. Service Unit Types**

1335 9.01 Service Units. Service Units include all the following categories of Premises which are in
1336 the Service Area as of July 1, 2025, and all such Premises which may be added to the Service Area by means
1337 of annexation, new construction, or as otherwise set forth in this Agreement during Term of this Agreement:

1338 9.01.1 SFD Service Units. Services are specified in Article 10.

1339 9.01.2 MFD Service Units. Services are specified in Article 11.

1340 9.01.3 Commercial Service Units. Services are specified in 11.11.

1341 9.01.4 Industrial Service Units. Services are specified in Article 13.

1342 9.01.5 City Service Units. Services are specified in Article 14.

1343 9.01.6 Any question as to whether a Premises falls within one of these categories will be
1344 determined by the Agreement Administrator and the determination of the Agreement Administrator will be
1345 final.

1346 9.02 Service Unit Changes. City and Contractor acknowledge that during the Term of this
1347 Agreement it may be necessary or desirable to add or delete Service Units for which Contractor will provide
1348 Service.

1349 9.02.1 Additions and Deletions. Contractor must provide services described in this
1350 Agreement to new Service Units in Contractor's Service Area within five (5) Workdays of receipt of notice
1351 from City or the new Service Unit to begin such Service.

1352 9.03 Annexation. If, during Term of the Agreement, additional territory within or adjacent to the
1353 Contractor's Service Area is acquired by City through annexation, subject to the requirements of Public
1354 Resources Code Section 49520, Contractor agrees to provide Solid Waste Collection in such annexed area
1355 in accordance with the provisions and Maximum Service Rates set forth in this Agreement after termination

1356 of former contractor's rights to provide service have been exhausted. Such Solid Waste Collection must begin
 1357 within five (5) Workdays of receipt of written notice from City. Contractor may not begin Collection Service
 1358 without written authorization from City.

1359 9.04 Route Map Update. Contractor must revise the Service Unit route maps to show the
 1360 addition of Service Units added due to annexation and must provide such revised maps to the Agreement
 1361 Administrator as requested.

1362 9.05 Shared Service. Provided that such action is not disallowed under City Municipal Code,
 1363 City businesses shall not be prohibited from sharing bins with other businesses as a single Commercial
 1364 Service Unit, or from coordinating to share a single Commercial Service Unit Collection account; and City
 1365 residents shall not be prohibited from sharing bins with other residents as a single SFD Service Unit, or from
 1366 coordinating to share a single SFD Service Unit Collection account.

1367 **Article 10. Residential Service**

1368 10.01 SFD Conditions of Service. Except as set forth below, Contractor must provide SFD
 1369 Collection Service to all SFD Units in the Service Area. The SFD Service is governed by the following terms
 1370 and conditions:

1371 10.01.1 Curb Service. Except for those Service Recipients that choose to receive Bins for
 1372 service, Contractor must provide SFD Collection Service to all SFD Service Units in the Service Area whose
 1373 SFD Solid Waste is properly containerized in Garbage Carts; Recyclable Materials are properly
 1374 containerized in Recyclable Materials Carts, except as set forth in Section 10.09.2; and Organic Wastes are
 1375 properly containerized in Organic Waste Carts, except as set forth in Section 10.10.3; and where the
 1376 Garbage, Recyclable Materials, and Organic Waste carts have been placed within three (3) feet of the curb,
 1377 swale, paved surface of the public roadway, closest accessible roadway, or other such location agreed to
 1378 by Contractor and Service Recipient that will provide safe and efficient accessibility to Contractor's Collection
 1379 crew and vehicle.

1380 10.01.2 Bundled SFD Cart Service. Contractor will use a weekly Bundled SFD Solid Waste
 1381 Collection Service system with one (1) Black or Grey Garbage Cart (at either a 20-, 32-, 64, or 96-gallon
 1382 size), one (1) 96-Gallon Blue Recyclable Materials Cart, and one (1) 96-Gallon Green Organic Waste Cart
 1383 as part of the base SFD Solid Waste Collection Service, in accordance with the service rates set forth in
 1384 Exhibit 1. Additional Recyclable Materials Carts and Organic Waste Carts shall be made available in
 1385 accordance with the service rates set forth in Exhibit 1. Recyclable Materials and Organic Waste Carts with
 1386 a capacity of 20 gallons, 34 gallons, or 64 gallons may be requested by Customers that can demonstrate
 1387 that they (a) have cart storage space constraints and (b) do not generate sufficient quantities of a waste
 1388 stream type to justify the larger size of cart. Pricing for downsizing Carts, upsizing carts, or adding additional
 1389 Carts, relative to the base Bundled Service, are included in Exhibit 1.

1390 10.01.3 On-Premises Service. Notwithstanding any term or definition set forth in this
 1391 Agreement, Contractor must provide Collection of SFD Garbage, Recyclable Materials, and Organic Waste
 1392 on the SFD Service Recipients Premises to an SFD Service Unit as follows.

1393 10.01.3.1 At no additional cost to the SFD Service Unit. SFD Service Units
 1394 where all adult Service Recipients residing therein have disabilities that prevent them from setting their
 1395 Garbage, Recyclable Materials, Organic Waste Cart, or Bulky Waste at the curb for Collection, and if a
 1396 request for on-premises service has been made. For Bulky Waste on-premises services, materials must be
 1397 staged externally to the Dwelling Unit in a location that's accessible and visible to Contractor, as close to
 1398 the Service Unit's standard curbside Collection location as is feasible for the Customer.

1399 10.01.3.2 At an additional cost to the SFD Service Unit.

1400 A. SFD Service Units where topography, steep driveways, below-grade dwellings, or
 1401 limited access to public streets that prevent the SFD Service Recipient from setting their Garbage,
 1402 Recyclable Materials, or Organic Waste Cart at the curb for Collection, as determined by the City and
 1403 agreed by the Contractor, and if a request for on-premises service has been made.

1404 B. SFD Service Units inaccessible by standard 3- or 4-axel Collection Vehicles as
 1405 determined by the Contractor and agreed by the City. Stinger/scout truck services shall be provided for the
 1406 retrieval of Collection Containers from locations with accessibility constraints that make Containers difficult
 1407 or impossible to access using regular trash Collection trucks.

1408 C. Contractor must offer "push services" to SFD Service Recipients other than those
 1409 listed above on a subscription basis upon request for the Maximum Service Rates set forth in Exhibit 1.
 1410 Push services include, but are not limited to, dismounting from the Collection Vehicle, moving the Collection
 1411 Containers from their storage location for Collection, and returning the Collection Containers back to their
 1412 storage location.

1413 10.01.3.3 Contractor must provide on-premises Collection Service on the
 1414 same Workday that curbside Collection would otherwise be provided to the SFD Service Unit.

1415 10.02 Frequency and Scheduling of Service. SFD Collection Service must be provided one (1)
 1416 time per week, on a schedule matching the City's current service schedule. SFD Collection Service must be
 1417 scheduled so that all Service Units receive Garbage Collection Service, Recyclable Materials Collection
 1418 Service, and Organic Waste Collection Service on the same Workday. SFD Collection Service must be
 1419 provided, commencing no earlier than 6:00 a.m. and terminating no later than 6:00 p.m., Monday through
 1420 Friday, except for Holidays in accordance with Section 5.03. The hours, day, or both of Collection may be
 1421 extended due to extraordinary circumstances or conditions with the prior verbal or written consent of the
 1422 Agreement Administrator.

1423 10.03 Manner of Collection. The Contractor must provide Collection Service with as little
 1424 disturbance as possible; the Contractor must leave any Garbage, Recyclable Materials, or Organic Waste
 1425 Cart in an upright position, with the lid closed, at the same point it was Collected, without obstructing alleys,
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1426 roadways, driveways, sidewalks, or mailboxes. Contractor’s employees providing Collection Service must
 1427 follow the regular walk for pedestrians while on private property and may not trespass nor cross property to
 1428 the adjoining Premises unless the occupant or owner of both properties has given permission. Care should
 1429 be taken to prevent damage to property, including flowers, shrubs, and other plantings.

1430 10.03.1 Any damage caused by Contractor to Service Recipient property shall be repaired
 1431 or replaced promptly.

1432 10.03.2 Notification of Accidents. Contractor shall notify City Representative of any
 1433 accidents occurring within the Service Area that involve Contractor’s vehicles, employees, or equipment that
 1434 result in any personal injury or property damage. Such notification shall be made within twenty-four (24)
 1435 hours of occurrence to City Representative via both (a) email and (b) either an in-person visit or a telephone
 1436 call. If Contractor is unable to reach City Representative in person or via telephone, a voicemail is an
 1437 acceptable alternative.

1438 10.04 Kitchen Food Waste Pails. At the start of this Agreement, Contractor must make available,
 1439 upon request, Kitchen Food Waste Pails that comply with Collection Container specifications in Exhibit 3.

1440 10.05 Replacement of Carts. Contractor’s employees must take care to prevent damage to Carts
 1441 by unnecessary rough treatment. Any Cart damaged by the Contractor must be replaced by Contractor, at
 1442 Contractor's expense, within five (5) Workdays at no cost or inconvenience to the Service Recipient.

1443 10.05.1 Upon notification to Contractor by City or a Service Recipient that the Service
 1444 Recipient’s Cart(s) has been stolen or damaged beyond repair through no fault of Contractor, Contractor
 1445 must deliver a replacement Cart(s) to such Service Recipient within five (5) Workdays. Contractor must
 1446 maintain records documenting all Cart replacements occurring.

1447 10.05.2 Each Service Recipient is entitled to the replacement of one (1) lost, destroyed, or
 1448 stolen Cart every five (5) years during the life of this Agreement at no cost to the Service Recipient. Except
 1449 in the case of a Cart that must be replaced because of damage caused by Contractor or in the case where
 1450 Contractor elects to replace a Cart rather than repair it on-site, Contractor will be compensated for the cost
 1451 of those replacements in excess of one (1) per type of Cart per Service Recipient during the aforementioned
 1452 five (5) year period within the Term of the Agreement, in accordance with the “Cart Exchange” Maximum
 1453 Service Rates set forth in Exhibit 1, or as may be adjusted by the City from time to time as provided under
 1454 this Agreement.

1455 10.05.3 Contractor understands and agrees that this provision is intended to be applied on
 1456 a per Cart type, individual Service Recipient basis, and accordingly each Service Recipient could receive up
 1457 to three (3) replacement Carts, one (1) of each type, every five (5) years during the Term of the Agreement.

1458 10.05.4 Repair of Garbage, Recyclable Materials, and Organic Waste Carts. Contractor is
 1459 responsible for the repair of Carts, including, but not limited to, hinged lids, wheels, and axles. Within five (5)

1460 Workdays of notification by the City or a Service Recipient of the need for such repairs, Contractor must
 1461 repair the Cart or, if necessary, remove the Cart for repairs and deliver a replacement Cart to the Service
 1462 Recipient. Collection Container repair also includes the removal of graffiti from the Collection Container.

1463 10.05.5 Cart Exchange. Upon notification to Contractor by City or a Service Recipient that
 1464 a change in the size of a Cart is requested, Contractor must deliver such Cart to such Service Recipient
 1465 within five (5) Workdays. Each SFD Service Unit is eligible to receive one (1) free Cart exchange per
 1466 Calendar Year during the Term of this Agreement for moving to a larger Garbage, Recyclable Materials, or
 1467 Organic Waste Cart size. Each SFD Service Unit is eligible to receive unlimited Cart exchanges per Calendar
 1468 Year during the Term of this Agreement for moving to a smaller Garbage Cart size. Each SFD Service Unit
 1469 is eligible to receive one (1) free Cart exchange per Calendar Year during the Term of this Agreement for
 1470 moving to a smaller Recyclable Materials or Organic Waste Cart size, provided they meet the qualifications
 1471 articulated in Section 10.01.2 above. Accordingly, Contractor will be compensated only for the cost of those
 1472 exchanges in excess of one (1) per Calendar Year for those Service Units receiving larger Cart sizes, in
 1473 accordance with the “Cart Exchange” service rate as set forth in Exhibit 1 or as may be adjusted this
 1474 Agreement.

1475 10.05.6 Additional Cart Request. Upon notification to the Contractor by City or a Service
 1476 Recipient that additional Black or Grey Carts for Garbage, Blue Carts for Recyclable Materials, or Green
 1477 Carts Organic Waste are requested, Contractor shall deliver such Carts to such Service Recipient within five
 1478 (5) Workdays, at the rate set forth in Exhibit 1.

1479 10.06 Ownership of Carts. Ownership of Carts is vested with the Contractor.

1480 10.07 Cleaning of Collection Containers. Once every five (5) years, starting at the date of
 1481 signature of this agreement, each SFD Service Recipient is entitled to request the exchange of up to three
 1482 (3) carts, one each of dirty Garbage, Recyclable Materials, and Organic Waste Carts, for clean Garbage
 1483 Recyclable Materials, or Organic Waste carts. Upon receiving such a request from an SFD Service Recipient
 1484 within the allowed timeframe, Contractor must replace the dirty Collection Container(s) with clean Collection
 1485 Container(s). Any Collection Container cleanings done at a Contractor facility must be done in such a manner
 1486 that results in no water entering the City’s storm drain system. This service must be provided at no charge to
 1487 the Service Recipient, so long as the service is not requested more than once every five years. In addition,
 1488 regardless of whether this cleaning is requested by the Service Recipient, Contractor will ensure that all
 1489 Collection Containers are cleaned on an as-needed basis so as to maintain a clean appearance and proper
 1490 function. Additional cleanings beyond once every five years will be subject to the Maximum Service Rate set
 1491 forth in Exhibit 1.

1492 10.08 SFD Garbage Collection Service. This service is governed by the following terms and
 1493 conditions:

1494 10.08.1 Non-Collection. Contractor is not required to Collect any Garbage that is not placed
 1495 in a Garbage Cart. For every event of non-collection, Contractor must provide the following written notice

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1496 via email, U.S. mail, or in person (which may be by Non-Collection Notice) to the Service Recipient: the date
 1497 of the Solid Waste Non-Collection and the reason for Non-Collection. Contractor's Non-Collection Notice for
 1498 SFD Service Recipients shall also contain instructions on (a) how to schedule a Bulky Waste Collection and,
 1499 if relevant, (b) how to request an additional Collection Container, as well as a QR code that links to a website
 1500 with all Disposal programs offered by the City. If Non-Collection occurs for some unforeseeable circumstance
 1501 not listed above that the Contractor encounters and is impeded by, Contractor shall provide the same written
 1502 notice as described in this Section.

1503 10.08.2 Disposal Facility. Except as set forth below, all Garbage Collected as a result of
 1504 performing Solid Waste Collection must be transported to, and Disposed of, at the Disposal Facilities listed
 1505 in Exhibit 8. Failure to comply with this provision may result in assessment of Administrative Charges and
 1506 Penalties as specified in Exhibit 5 and may result in Contractor being in default under this Agreement.

1507 10.09 SFD Recyclable Materials Service. This service is governed by the following terms and
 1508 conditions:

1509 10.09.1 Overages. Corrugated cardboard that will not fit inside the Recyclable Materials
 1510 Cart may be placed beside the Recyclable Materials Cart if flattened.

1511 10.09.2 Recyclable Materials - Improper Procedure. The Contractor is not required to
 1512 Collect Recyclable Materials if the Service Recipient does not segregate the Recyclable Materials from Solid
 1513 Waste or Organic Waste. Furthermore, Contractor is not required to Collect Recyclable Materials that are
 1514 Contaminated through commingling with Solid Waste or Organic Waste. To address Contamination,
 1515 Contractor must follow the steps set forth in Section 5.07.

1516 10.09.3 Materials Recovery Facility. Except as provided in Section 5.07, all Recyclable
 1517 Materials Collected as a result of performing Recycling services must be delivered to the Materials Recovery
 1518 Facility listed in Exhibit 8. Failure to comply with this provision may result in assessment of Administrative
 1519 Charges and Penalties as specified in Exhibit 5 and may result in Contractor being in default under this
 1520 Agreement.

1521 10.09.4 Recyclable Materials - Changes to Services. Should changes in Applicable Law
 1522 arise that necessitate any additions or deletions to the services described in this Section, including the type
 1523 of items included as Recyclable Materials, the parties will negotiate any necessary cost changes and will
 1524 enter into an Agreement amendment covering such modifications to the services to be performed and the
 1525 compensation to be paid in accordance with Section 30.02 before undertaking any changes or revisions to
 1526 such services.

1527 10.10 SFD Organic Waste Collection Service. This service is governed by the following terms
 1528 and conditions:

1529 10.10.1 Organic Waste Processing Facility. Contractor must deliver all Collected Organic
 1530 Waste to the Organic Waste Processing Facility listed in Exhibit 8 and agreed upon by the City. Failure to
 1531 comply with this provision may result in assessment of Administrative Charges and Penalties as specified in
 1532 Exhibit 5 and may result in Contractor being in default under this Agreement.

1533 10.10.2 Holiday Tree Collection. During the one-week period beginning December 26th each
 1534 year during the Term of this Agreement, Contractor must Collect Holiday Trees set out at the curb for
 1535 Collection without being given prior notice of the presence of the tree by the SFD Service Recipient. During
 1536 the subsequent two-week period beginning January 2nd each year during the Term of this Agreement,
 1537 Contractor must Collect Holiday Trees set out at the curb for Collection provided that the SFD Service
 1538 Recipient contacts Contractor to request Collection by 5:00 p.m. on the day before Collection is to take place.
 1539 Holiday Trees set out for Collection may either be containerized within an Organic Waste Cart or placed on
 1540 the ground near the Service Unit's Collection Containers. Contractor must deliver the Collected Holiday
 1541 Trees to the Organic Waste Processing Facility for Diversion through uses other than Alternative Daily Cover
 1542 or Beneficial Use. This annual service will be provided at no additional charge to the Service Recipient and
 1543 shall not be counted as one of the SFD Service Recipient's free annual Bulky Waste Collections as set forth
 1544 in Section 10.11. Contractor is not required to Divert Holiday Trees with tinsel, flocking, or ornaments.

1545 10.10.3 Organic Waste - Improper Procedure. Contractor is not required to Collect Organic
 1546 Waste if the Service Recipient does not segregate the Organic Waste from Solid Waste or Recyclable
 1547 Materials. Furthermore, Contractor is not required to Collect Organic Wastes that are Contaminated through
 1548 commingling with Solid Waste or Recyclable Materials. Contractor will address Contamination in accordance
 1549 with Section 5.07.

1550 10.11 SFD Bulky Waste Collection Service. This service is governed by the following terms and
 1551 conditions:

1552 10.11.1 Conditions of Service. Contractor must provide SFD Bulky Waste Collection
 1553 Service, including the Collection of E-Waste and U-Waste, to all SFD Service Units in the Service Area
 1554 whose Bulky Waste, E-Waste, and U-Waste have been placed within three (3) feet of the curb, swale, paved
 1555 surface of the public roadway, closest accessible roadway, or other such location agreed to by Contractor
 1556 and Service Recipient, that will provide safe and efficient accessibility to Contractor's Collection crew and
 1557 vehicle. Up to two (2) times per Calendar Year, each Service Recipient is entitled to receive Bulky Waste
 1558 Disposal amounting to the equivalent of (a) three (3) Large Items, (b) fifteen (15) 35-gallon bags with a
 1559 maximum weight of 50 pounds per each bag, (c) four (4) 95-gallon bags with a maximum weight of 50 pounds
 1560 per each bag, (d) five (5) E-Waste items, or (e) up to 1.8 cubic yards of Garbage or Organic Waste per
 1561 Dwelling Unit for up to four (4) units at no additional cost and expense. For subsequent Collection in any
 1562 Calendar Year, the Contractor shall receive compensation from the Customer at the rate for such service as
 1563 set in Exhibit 1.

1564 10.11.2 Frequency of Service. Bulky Waste Collection Service will be provided on a mutually
 1565 agreed upon date between Contractor and SFD Recipient. Bulky Waste Collection Service must be
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1566 scheduled within one week of the request unless a later date is requested by SFD Recipient. The Service
 1567 Recipient may not intentionally commingle residential Bulky Waste with other Residential Waste.

1568 10.11.3 Bulky Waste Containing Freon. In the event Contractor Collects Bulky Waste that
 1569 contain Freon, Contractor must handle such Bulky Waste in a manner such that the Bulky Waste is not
 1570 subject to regulation as Hazardous Waste under applicable State and Federal laws or regulations.

1571 10.11.4 Maximum Reuse and Recycling. Contractor must Dispose of Bulky Waste Collected
 1572 from Service Units pursuant to this Agreement in accordance with the following hierarchy:

1573 10.11.4.1 Reuse as is (where energy efficiency is not compromised).

1574 10.11.4.2 Disassemble for reuse or Recycling.

1575 10.11.4.3 Recycle.

1576 10.11.4.4 Disposal.

1577 10.11.5 Disposal of Bulky Waste. Contractor may not landfill such Bulky Waste unless the
 1578 Bulky Waste cannot be reused or recycled.

1579 10.12 Used Motor Oil Collection Service. At no additional cost to Service Recipient, Contractor
 1580 shall provide used oil Collection Service to all SFD Service Units in the Service Area whose used oil has been
 1581 placed in Contractor-provided receptacles within three (3) feet of the curb, swale, paved surface of the public
 1582 roadway, closest accessible roadway, or other such location agreed to by Contractor and Service Recipient.
 1583 To participate in used oil Collection service, a SFD Customer must contact Contractor to sign up for the
 1584 service, after which point they will receive from the Contractor spill-safe receptacles for the Collection of used
 1585 motor oil and plastic bags for the Collection of used oil filters. A SFD Customer must also contact Contractor
 1586 to request Collection Service in advance of a pick-up. Used oil Collection Service will be provided on the next
 1587 regular Collection day if the request for a pick-up is received at least two (2) Workdays in advance of the next
 1588 regular Collection day. Contractor shall then provide replacement receptacles and filter bags to SFD
 1589 Customers upon further request.

1590 **Article 11. MFD Service**

1591 11.01 MFD Conditions of Service. Except as set forth below, Contractor must provide MFD
 1592 Collection Service to all MFD Units in the Service Area. The MFD Service is governed by the following terms
 1593 and conditions:

1594 11.01.1 Bundled MFD Cart Service. Except for those Service Recipients that choose to
 1595 receive Bins for service, Contractor must provide MFD Collection Service to all MFD Service Units in the
 1596 Service Area whose MFD Solid Waste is properly containerized in Black/Grey Garbage Carts; Blue
 1597 Recyclable Materials are properly containerized in Recyclable Materials Carts, except as set forth in Section
 1598 11.08.4; and Organic Wastes are properly containerized in Green Organic Waste Carts, except as set forth
 1599 in Section 11.09.5; and where the Garbage, Recyclable Materials, and Organic Waste carts have been

1600 placed within three (3) feet of the curb, swale, paved surface of the public roadway, closest accessible
 1601 roadway, or other such location agreed to by Contractor and Service Recipient that will provide safe and
 1602 efficient accessibility to Contractor's Collection crew and vehicle. Bundled MFD Cart Service shall be
 1603 provided in Garbage Carts at the size and frequency as requested by the MFD Service Recipient, subject to
 1604 the Service Rates set forth in Exhibit 1, and including at no additional cost 96 gallons worth of Blue
 1605 Recyclable Materials Cart space and 96 gallons worth of Green Organic Waste Cart space per Service
 1606 Recipient as part of the base bundled MFD Collection Service. The 96 gallons worth of aforementioned Cart
 1607 space shall be provided as either one (1) 96-gallon Cart or multiple smaller Carts, depending on the request
 1608 of the Service Recipient. Additional services may be requested by the MFD Service Recipient, in line with
 1609 the Service Rates set forth in Exhibit 1.

1610 11.01.2 Bundled MFD Bin Service. Contractor must provide MFD Solid Waste Collection
 1611 Service to MFD Service Units in the Service Area that choose to receive Bins for service. MFD Collection
 1612 Service shall be provided in Garbage Bins at the size and frequency as requested by the MFD Service
 1613 Recipient, subject to the Service Rates set forth in Exhibit 1, and including at no additional cost 96 gallons
 1614 worth of Blue Recyclable Materials Cart space and 96 gallons of Green Organic Waste Cart space per
 1615 Service Recipient as part of the base bundled MFD Collection Service. The 96 gallons worth of
 1616 aforementioned Cart space shall be provided as either one (1) 96-gallon Cart or multiple smaller Carts,
 1617 depending on the request of the Service Recipient. Additional services may be requested by the MFD
 1618 Service Recipient, in line with the Service Rates set forth in Exhibit 1.

1619 11.01.3 Exemptions from Recyclable Materials or Organic Waste Collection Service. To be
 1620 exempted from MFD Recyclable Materials Service or MFD Organic Waste Collection Service, Service
 1621 Recipient must apply for exemption to the Contractor. All such exemption applications must be reported and
 1622 approved by the City. Additional Collection Containers or different size Collection Containers are subject to
 1623 the applicable Maximum Service Rate set forth in Exhibit 1.

1624 11.01.4 On-Premises Service. Notwithstanding any term or definition set forth in this
 1625 Agreement, Contractor must provide Collection of MFD Garbage, Recyclable Materials, and Organic Waste
 1626 on the MFD Service Recipients Premises to an MFD Service Unit as follows.

1627 11.01.4.1 At no additional cost to the MFD Service Unit. MFD Service Units
 1628 where all adult Service Recipients residing therein have disabilities that prevent them from setting their
 1629 Garbage, Recyclable Materials, Organic Waste Cart, or Bulky Waste at the curb for Collection, and if a
 1630 request for on-premises service has been made. For Bulky Waste on-premises services, materials must be
 1631 staged externally to the Dwelling Unit in a location that's accessible and visible to Contractor, as close to
 1632 the Service Unit's standard curbside Collection location as is feasible for the Customer.

1633 11.01.4.2 At an additional cost to the MFD Service Unit.
 1634 A. MFD Service Units where topography, steep driveways, below-grade dwellings, or
 1635 limited access to public streets that prevent the MFD Service Recipient from setting their Garbage,

1636 Recyclable Materials, or Organic Waste Cart at the curb for Collection, as determined by the City and
 1637 agreed by the Contractor, and if a request for on-premises service has been made.

1638 B. MFD Service Units inaccessible by standard 3- or 4-axel Collection Vehicles as
 1639 determined by the Contractor and agreed by the City. Stinger/scout truck services shall be provided for the
 1640 retrieval of Collection Containers from locations with accessibility constraints that make Containers difficult
 1641 or impossible to access using regular trash Collection trucks.

1642 C. Contractor must offer "push services" to MFD Service Recipients other than those
 1643 listed above on a subscription basis upon request for the Maximum Service Rate set forth in Exhibit 1. Push
 1644 services include, but are not limited to, dismounting from the Collection Vehicle, moving the Collection
 1645 Containers from their storage location for Collection, and returning the Collection Containers back to their
 1646 storage location.

1647 11.01.4.3 Contractor must provide on-premises Collection Service on the
 1648 same Workday that curbside Collection would otherwise be provided to the MFD Service Unit.

1649 11.02 Frequency and Scheduling of Service. MFD Collection Service must be provided,
 1650 commencing no earlier than 6:00 a.m. and terminating no later than 6:00 p.m., Monday through Friday, except
 1651 for Holidays in accordance with Section 5.03. This service must be provided as deemed necessary and
 1652 determined between Contractor and the MFD Service Unit, but such service must be received no less than
 1653 one (1) time per week. The size of the Container and the frequency (above the minimum) of Collection will
 1654 be determined between the MFD Service Unit and Contractor. However, size and frequency must be sufficient
 1655 to provide that no Solid Waste need be placed outside the Collection Container. Contractor must provide
 1656 Containers as part of the Commercial Collection Maximum Service Rates set forth in Exhibit 1. Service
 1657 Recipients may own and provide their own Compactor provided that the Service Recipient is completely
 1658 responsible for its proper maintenance, and that such Compactor is of a type that is compatible with
 1659 Contractor's equipment. Contractor shall operate equipment that is compatible with pre-existing Service
 1660 Recipient-owned Compactors. All other Collection Containers used by Service Recipients must be owned
 1661 and supplied by Contractor.

1662 11.03 Manner of Collection. The Contractor must provide Collection Service with as little
 1663 disturbance as possible; the Contractor must leave any Garbage, Recyclable Materials, or Organic Waste
 1664 Cart in an upright position, with the lid closed, at the same point it was Collected, without obstructing alleys,
 1665 roadways, driveways, sidewalks, or mailboxes. Contractor's employees providing Collection Service must
 1666 follow the regular walk for pedestrians while on private property and may not trespass nor cross property to
 1667 the adjoining Premises unless the occupant or owner of both properties has given permission. Care should
 1668 be taken to prevent damage to property, including flowers, shrubs, and other plantings.

1669 11.03.1 Any damage caused by Contractor to Service Recipient property shall be repaired
 1670 or replaced promptly.

1671 11.03.2 Notification of Accidents. Contractor shall notify City Representative of any
 1672 accidents occurring within the Service Area that involve Contractor's vehicles, employees, or equipment that
 1673 result in any personal injury or property damage. Such notification shall be made within twenty-four (24)
 1674 hours of occurrence to City Representative via both (a) email and (b) either an in-person visit or a telephone
 1675 call. If Contractor is unable to reach City Representative in person or via telephone, a voicemail is an
 1676 acceptable alternative.

1677 11.04 Kitchen Food Waste Pails. At the start of this Agreement, Contractor must make available,
 1678 upon request, Kitchen Food Waste Pails that comply with Collection Container specifications in Exhibit 3.

1679 11.05 Replacement of Carts. Contractor's employees must take care to prevent damage to Carts
 1680 by unnecessary rough treatment. Any Cart damaged by the Contractor must be replaced by Contractor, at
 1681 Contractor's expense, within five (5) Workdays at no cost or inconvenience to the Service Recipient.

1682 11.05.1 Upon notification to Contractor by City or a Service Recipient that the Service
 1683 Recipient's Cart(s) has been stolen or damaged beyond repair through no fault of Contractor, Contractor
 1684 must deliver a replacement Cart(s) to such Service Recipient within five (5) Workdays. Contractor must
 1685 maintain records documenting all Cart replacements occurring monthly.

1686 11.05.2 Each Service Recipient is entitled to the replacement of one (1) lost, destroyed, or
 1687 stolen Cart every five (5) years during the life of this Agreement at no cost to the Service Recipient. Except
 1688 in the case of a Cart that must be replaced because of damage caused by Contractor or in the case where
 1689 Contractor elects to replace a Cart rather than repair it on-site, Contractor will be compensated for the cost
 1690 of those replacements in excess of one (1) per type of Cart per Service Recipient during the aforementioned
 1691 five (5) year period within the Term of the Agreement, in accordance with the "Cart Exchange" Maximum
 1692 Service Rate set forth in Exhibit 1, or as may be adjusted by the City from time to time as provided under
 1693 this Agreement.

1694 11.05.3 Contractor understands and agrees that this provision is intended to be applied on
 1695 a per Cart type, individual Service Recipient basis, and accordingly each Service Recipient could receive up
 1696 to three (3) replacement Carts, one (1) of each type, every five (5) years during the Term of the Agreement.

1697 11.05.4 Repair of Garbage, Recyclable Materials, and Organic Waste Carts. Contractor is
 1698 responsible for the repair of Carts, including, but not limited to, hinged lids, wheels, and axles. Within five (5)
 1699 Workdays of notification by the City or a Service Recipient of the need for such repairs, Contractor must
 1700 repair the Cart or, if necessary, remove the Cart for repairs and deliver a replacement Cart to the Service
 1701 Recipient. Collection Container repair also includes the removal of graffiti from the Collection Container.

1702 11.05.5 Cart Exchange. Upon notification to Contractor by City or a Service Recipient that
 1703 a change in the size of a Cart is requested, Contractor must deliver such Cart to such Service Recipient
 1704 within five (5) Workdays. Each MFD Service Unit is eligible to receive one (1) free Cart exchange per
 1705 Calendar Year during the Term of this Agreement for moving to a larger Garbage, Recyclable Materials, or

1706 Organic Waste Cart size. Each MFD Service Unit is eligible to receive unlimited Cart exchanges per
 1707 Calendar Year during the Term of this Agreement for moving to a smaller Garbage Cart size. Each MFD
 1708 Service Unit is eligible to receive one (1) free Cart exchange per Calendar Year during the Term of this
 1709 Agreement for moving to a smaller Recyclable Materials or Organic Waste Cart size, provided they can
 1710 demonstrate that they (a) have cart storage space constraints and (b) do not generate enough of a waste
 1711 stream type to justify the larger size of cart. Accordingly, Contractor will be compensated only for the cost of
 1712 those exchanges in excess of one (1) per Calendar Year for those Service Units receiving larger Cart sizes,
 1713 in accordance with the "Cart Exchange" service rate as set forth in Exhibit 1 or as may be adjusted this
 1714 Agreement.

1715 11.05.6 Additional Cart Request. Upon notification to the Contractor by City or a Service
 1716 Recipient that additional Carts for Garbage, Recyclable Materials, or Organic Waste are requested,
 1717 Contractor shall deliver such Carts to such Service Recipient within five (5) Workdays, at the rate set forth
 1718 in Exhibit 1.

1719 11.05.7 Ownership of Carts. Ownership of Carts is vested with the Contractor.

1720 11.06 Cleaning of Collection Containers. Once every five (5) years, starting at the date of
 1721 signature of this agreement, each MFD Service Recipient is entitled to request the exchange of up to three
 1722 (3) carts, one each of dirty Garbage, Recyclable Materials, and Organic Waste Carts, for clean Garbage
 1723 Recyclable Materials, or Organic Waste carts. Upon receiving such a request from an SFD Service Recipient
 1724 within the allowed timeframe, Contractor must clean all Collection Containers or must replace the dirty
 1725 Collection Containers with clean Collection Containers. Any Collection Container cleanings done at a
 1726 Contractor facility must be done in such a manner that results in no water entering the City's storm drain
 1727 system. This service must be provided at no charge to the Service Recipient, so long as the service is not
 1728 requested more than once every five years. In addition, regardless of whether this cleaning is requested by
 1729 the Service Recipient, Contractor will ensure that all Collection Containers are cleaned on an as-needed basis
 1730 so as to maintain a clean appearance and proper function. Additional cleanings beyond once every five years
 1731 will be subject to the Maximum Service Rate set forth in Exhibit 1.

1732 11.07 MFD Garbage Collection Service. This service is governed by the following terms and
 1733 conditions:

1734 11.07.1 Non-Collection. Contractor is not required to Collect any Garbage that is not placed
 1735 in a Garbage Cart. In the event of non-collection, Contractor must provide the following written notice via
 1736 email, U.S. mail, or in person (which may be by Non-Collection Notice) to the Service Recipient: the date of
 1737 the Solid Waste Non-Collection and the reason for Non-Collection. Contractor's Non-Collection Notice for
 1738 MFD Service Recipients shall also contain instructions on (a) how to schedule a Bulky Waste Collection and,
 1739 if relevant, (b) how to request an additional Collection Container, as well as a QR code that links to a website
 1740 with all disposal programs offered by the City. If Non-Collection occurs for some unforeseeable circumstance
 1741 not listed in this Agreement that the Contractor encounters and is impeded by, Contractor shall provide the
 1742 same written notice as described in this Section.

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1743 11.07.2 Disposal Facility. Except as set forth below, all Garbage Collected as a result of
 1744 performing Solid Waste Collection must be transported to, and Disposed of, at the Disposal Facilities listed
 1745 in Exhibit 8. Failure to comply with this provision may result in assessment of Administrative Charges and
 1746 Penalties as specified in Exhibit 5 and may result in Contractor being in default under this Agreement.

1747 11.08 MFD Recyclable Materials Service. This service is governed by the following terms and
 1748 conditions:

1749 11.08.1 Conditions of Service. Contractor must provide MFD Recyclable Materials Service
 1750 to all MFD Service Units in the Service Area whose Recyclable Materials are properly containerized in
 1751 Recyclable Materials Collection Containers except as set forth below, where the Recyclable Materials
 1752 Collection Containers are accessible. The Maximum Service Rates for Contractor's MFD Recyclable
 1753 Materials Service are set forth in Exhibit 1.

1754 11.08.2 Base MFD Recyclable Materials Service. All MFD Service Recipients subscribing
 1755 to MFD Solid Waste Collection Service must receive weekly Collection of Recyclable Materials with a
 1756 minimum of at least one 96-gallon Recyclable Materials Cart per Service Recipient (or a combined 96 gallons
 1757 of Recyclable Materials Cart space per Service Unit, if space is divided among multiple Carts for multiple
 1758 Dwelling Units) included in the Bundled Rate set forth in Exhibit 1. The actual configuration of Recyclable
 1759 Materials Collection Container sizes to be provided will be based on the total equivalent volume and
 1760 configured in a manner determined by the Service Recipient in consultation with Contractor.

1761 11.08.3 Overages. Corrugated cardboard that will not fit inside the Recyclable Materials
 1762 Cart may be placed beside the Recyclable Materials Cart if flattened.

1763 11.08.4 Recyclable Materials - Improper Procedure. The Contractor is not required to
 1764 Collect Recyclable Materials if the Service Recipient does not segregate the Recyclable Materials from Solid
 1765 Waste or Organic Waste. Furthermore, Contractor is not required to Collect Recyclable Materials that are
 1766 Contaminated through commingling with Solid Waste or Organic Waste. To address Contamination,
 1767 Contractor must follow the steps set forth in Section 5.07.

1768 11.08.5 Materials Recovery Facility. Except as provided in Section 5.07, all Recyclable
 1769 Materials Collected as a result of performing Recyclable Materials services must be delivered to the
 1770 Materials Recovery Facility listed in Exhibit 8. Failure to comply with this provision may result in assessment
 1771 of Administrative Charges and Penalties as specified in Exhibit 5 and may result in Contractor being in
 1772 default under this Agreement.

1773 11.08.6 Recyclable Materials - Changes to Services. Should changes in Applicable Law
 1774 arise that necessitate any additions or deletions to the services described in this Section, including the type
 1775 of items included as Recyclable Materials, the parties will negotiate any necessary cost changes and will
 1776 enter into an Agreement amendment covering such modifications to the services to be performed and the

1777 compensation to be paid in accordance with Section 30.02 before undertaking any changes or revisions to
 1778 such services.

1779 11.09 MFD Organic Waste Collection Service. This service is governed by the following terms
 1780 and conditions:

1781 11.09.1 Base MFD Organic Waste Service. All MFD Service Recipients subscribing to MFD
 1782 Garbage Collection Service must receive weekly Collection of the equivalent volume of at least one (1) 96-
 1783 gallon Green Organic Waste Cart per Service Recipient (or a combined 96 gallons of Organic Waste Cart
 1784 space per Service Unit, if space is divided among multiple Carts for multiple Dwelling Units) included in the
 1785 Bundled Service rate. The actual configuration of Organic Waste Collection Container sizes to be provided
 1786 will be based on the total equivalent volume and configured in a manner determined by the Service Recipient
 1787 in consultation with Contractor. Contractor may charge for MFD Organic Waste Collection as set forth in
 1788 Exhibit 1 for MFD Organic Waste Service greater than the base 96-gallon Organic Waste Cart.

1789 11.09.2 Size and Frequency of Service. This service will be provided as deemed necessary
 1790 and determined between Contractor and the Service Recipient, but such service must be received no less
 1791 than one (1) time per week, except for Holidays in accordance with Section 5.03. Service may be provided
 1792 by Bin or Cart at the option of the Service Recipient. The size of the Container and the frequency (above the
 1793 minimum) of Collection will be determined between the Customer and Contractor. However, size and
 1794 frequency must be sufficient to provide that no Organic Waste needs be placed outside the Collection
 1795 Container. Service Recipients may own and provide their own Compactor provided that the Service
 1796 Recipient is completely responsible for its proper maintenance, and such Compactor is of a type that is
 1797 compatible with Contractor's equipment. All other Collection Containers used by Service Recipients must be
 1798 owned and supplied by Contractor.

1799 11.09.3 Organic Waste Processing Facility. Contractor must deliver all Collected Organic
 1800 Waste to the Organic Waste Processing Facility listed in Exhibit 8 and agreed upon by the City. Failure to
 1801 comply with this provision may result in assessment of Administrative Charges and Penalties as specified in
 1802 Exhibit 5 and may result in Contractor being in default under this Agreement.

1803 11.09.4 Holiday Tree Collection. During the one-week period beginning December 26th each
 1804 year during the Term of this Agreement, Contractor must Collect Holiday Trees set out at the curb for
 1805 Collection without being given prior notice of the presence of the tree by the MFD Service Recipient. During
 1806 the subsequent two-week period beginning January 2nd each year during the Term of this Agreement,
 1807 Contractor must Collect Holiday Trees set out at the curb for Collection provided that the MFD Service
 1808 Recipient contacts Contractor to request Collection by 5:00 p.m. on the day before Collection is to take place.
 1809 Contractor must deliver the Collected Holiday Trees to the Organic Waste Processing Facility for Diversion
 1810 through uses other than Alternative Daily Cover or Beneficial Use. This annual service will be provided at no
 1811 additional charge to the Service Recipient and shall not be counted as one of the MFD Service Recipient's
 1812 free annual Bulky Waste Collections as set forth in Section 11.10. Contractor is not required to Divert Holiday
 1813 Trees with tinsel, flocking, or ornaments.

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1814 11.09.5 Organic Waste - Improper Procedure. Contractor is not required to Collect Organic
 1815 Waste if the Service Recipient does not segregate the Organic Waste from Solid Waste or Recyclable
 1816 Materials. Furthermore, Contractor is not required to Collect Organic Wastes that are Contaminated through
 1817 commingling with Solid Waste or Recyclable Materials. Contractor will address Contamination in accordance
 1818 with Section 5.07.

1819 11.10 MFD Bulky Waste Collection Service. This service is governed by the following terms and
 1820 conditions:

1821 11.10.1 Conditions of Service. Upon request from MFD Service Unit accountholder or
 1822 representative (e.g., the property manager), Contractor must provide MFD Bulky Waste Collection Service,
 1823 including the Collection of E-Waste and U-Waste, up to two (2) times per calendar year to all MFD Service
 1824 Units in the Service Area. Contractor shall deliver to the MFD Service Unit property sufficient Debris Boxes
 1825 to Collect one (1) cubic yard of Solid Waste per Dwelling Unit for the total number of Dwelling Units contained
 1826 within the MFD Service Recipient. Contractor shall also deliver a four (4) yard Bin to Collect recyclable metal,
 1827 as well as signage to provide guidance to residents. The signage will instruct residents to place certain items,
 1828 such as mattresses and E-Waste, outside of the Debris Boxes so that such materials can be appropriately
 1829 recycled and/or disposed of. The MFD Service Unit accountholder or representative shall then oversee and
 1830 manage the onsite Collection process and ensure that items are Collected by the deadline given by
 1831 Contractor. For subsequent Collection in any Calendar Year, the Contractor shall receive compensation from
 1832 the Customer at the rate for such service as set in Exhibit 1.

1833 11.10.2 Scheduling of Service. Contractor shall schedule Bulky Waste Collection Service
 1834 for MFD Service Recipients at a mutually agreed upon time by the Contractor and MFD Service Recipient.
 1835 Containers will be delivered on a Friday and removed the following Monday morning, unless alternative
 1836 plans are mutually agreed to by Contractor and MFD Service Recipient. Contractor shall not be required to
 1837 provide two Bulky Waste Collections to a single MFD Recipient within thirty (30) days.

1838 11.10.3 The Service Recipient may not intentionally commingle residential Bulky Waste with
 1839 other Residential Waste.

1840 11.10.4 Bulky Waste Containing Freon. In the event Contractor Collects Bulky Waste that
 1841 contain Freon, Contractor must handle such Bulky Waste in a manner such that the Bulky Waste is not
 1842 subject to regulation as Hazardous Waste under applicable State and Federal laws or regulations.

1843 11.10.5 Maximum Reuse and Recycling. Contractor must Dispose of Bulky Waste Collected
 1844 from Service Units pursuant to this Agreement in accordance with the following hierarchy:

- 1845 a) Reuse as is (where energy efficiency is not compromised).
- 1846 b) Disassemble for reuse or Recycling.
- 1847 c) Recycle.
- 1848 d) Disposal.

1849 11.10.6 Disposal of Bulky Waste. Contractor may not landfill such Bulky Waste unless the
1850 Bulky Waste cannot be reused or recycled.

1851 11.11 Used Motor Oil Collection Service. At no additional cost to Service Recipient, Contractor
1852 shall provide used oil Collection Service to all MFD Service Units in the Service Area whose used oil has
1853 been placed in Contractor-provided receptacles within three (3) feet of the curb, swale, paved surface of the
1854 public roadway, closest accessible roadway, or other such location agreed to by Contractor and Service
1855 Recipient. To participate in used oil Collection service, an MFD Customer must contact Contractor to sign up
1856 for the service, after which point they will receive from the Contractor spill-safe receptacles for the Collection
1857 of used motor oil and plastic bags for the Collection of used oil filters. An MFD Customer must also contact
1858 Contractor to request Collection Service in advance of a pick-up. Used oil Collection Service will be provided
1859 on the next regular Collection day if the request for a pick-up is received at least two (2) Workdays in advance
1860 of the next regular Collection day. Contractor shall then provide replacement receptacles and filter bags to
1861 MFD Customers upon further request.

1862 **Article 12. Commercial Service**

1863 12.01 Commercial Conditions of Service. Except as set forth below, Contractor must provide
1864 Commercial Collection Service to all Commercial Service Units in the Service Area, including those City
1865 Service Units listed in Exhibit 2. MFD Units serviced with Bins will abide by the requirements listed in this
1866 Section unless they conflict with the requirements listed in Article 11, in which case Article 11 requirements
1867 supersede Article 12 requirements. This service is governed by the following terms and conditions:

1868 12.01.1 Provision of Service. Contractor must provide Commercial Garbage Collection
1869 Service, Commercial Recyclable Materials Service, and Commercial Organic Waste Collection Service to
1870 all Commercial Service Units Service Units in the Service Area whose Solid Waste, Recyclable Materials,
1871 and Organic Waste are properly containerized in Collection Containers as appropriate where the Collection
1872 Containers are accessible as set forth in Section 12.01.4. Contractor must offer Garbage, Recyclable
1873 Materials, and Organic Waste Carts in 32-, 64-, and 96-gallon sizes. Contractor must offer Garbage and
1874 Recyclable Materials Bins in 1-, 2-, 3-, 4-, and 6-cubic-yard sizes and must offer Organic Waste Bins in 1-,
1875 2-, and 3-cubic-yard sizes. Contractor may offer Roll-off Containers in 10-, 20-, 30-, and 40-cubic-yard sizes.
1876 Contractor must also either provide Collection Service from Compactors that are owned by Commercial
1877 Service Units or provide Compactors for Commercial Service Units to use for Collection Service, for the
1878 Maximum Service Rates set forth in Exhibit 1. The size of the Container and the frequency (above the
1879 minimum) of Collection will be determined between the Service Recipient and Contractor. However, the size
1880 and frequency must be sufficient to provide that no Garbage, Recyclable Materials, or Organic Waste need
1881 be placed outside the Collection Container. The base Commercial Collection Service will include Commercial
1882 Recyclable Materials Service as described in Section 12.05 below, and Commercial Organic Waste
1883 Collection Service as described in Section 12.06 below.

1884 12.01.2 Bundled Service. For the Commercial Solid Waste Collection Service system,
1885 Contractor shall provide Garbage Carts and/or Bins as requested by the Commercial Service Recipient and
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1886 include at no additional cost one (1) 96-Gallon Blue Recyclable Materials Cart and one (1) 32-Gallon Green
 1887 Organic Waste Cart service as part of the base bundled Commercial Collection Service. Additional services
 1888 may be requested by the Commercial Service Recipient. To be exempted from Commercial Recyclable
 1889 Materials Service or Commercial Organic Waste Collection Service, Service Recipient must apply for
 1890 exemption to the Contractor. All such exemption applications must be reported and approved by the City.

1891 12.01.3 Hours of Collection. Commercial Collection Service must be provided commencing
 1892 no earlier than 5:00 a.m., and terminating no later than 6:00 p.m., Monday through Saturday, except for
 1893 Holidays as described in Section 5.03. If the Commercial Collection Service is adjacent to Residential
 1894 Premises, then Collection service will be provided no earlier than 6:00 a.m. City may require additional
 1895 restrictions on Collection hours in areas impacted by commute traffic, road repair, around schools, in areas
 1896 where commercial Collection is within six hundred (600) feet of residential housing, or where continued noise
 1897 complaints about Collection vehicles have occurred. The hours, day, or both of Collection may be extended
 1898 due to extraordinary circumstances or conditions with the prior verbal or written consent of the Agreement
 1899 Administrator.

1900 12.01.4 Accessibility. Contractor must Collect all Collection Containers that are readily
 1901 accessible to Contractor's crew and vehicles and not blocked. However, Contractor must provide "push
 1902 services" and "stinger/scout truck services" as necessary upon request during the provision of Commercial
 1903 Collection Service for the Maximum Service Rate set forth in Exhibit 1. Push services include, but are not
 1904 limited to, dismounting from the Collection Vehicle, moving the Collection Containers from their storage
 1905 location for Collection, and returning the Collection Containers back to their storage location, relocking the
 1906 storage enclosure if a lock is included. Stinger/scout truck services provide for the retrieval of Collection
 1907 Containers from locations with accessibility constraints that make Containers difficult or impossible to access
 1908 using regular trash Collection trucks.

1909 12.01.5 Manner of Collection. Contractor must provide Commercial Collection Service
 1910 consistent with Section 13.16 of the Sebastopol Municipal Code with as little disturbance as possible and
 1911 must leave any Collection Container in an upright position, with the lid closed, at the same point it originally
 1912 located, without obstructing alleys, roadways, driveways, sidewalks, or mailboxes.

1913 12.01.6 Purchase and Distribution of Collection Containers for New Commercial Service
 1914 Units. Contractor must also distribute newly painted Collection Containers as specified in Exhibit 3 to new
 1915 Commercial and MFD Service Units that are added to Contractor's Service Area during the Term of this
 1916 Agreement. The size and mix of the Collection Containers will be in accordance with the service agreement
 1917 obtained by Contractor as set forth in this Agreement and the distribution must be completed within five (5)
 1918 Workdays of receipt of the request for service.

1919 12.01.7 Replacement of Collection Containers. Contractor's employees must avoid damage
 1920 to Collection Containers by unnecessary rough treatment. Any Collection Container damaged by the
 1921 Contractor must be replaced by Contractor, at Contractor's expense, within five (5) Workdays at no cost or
 1922 inconvenience to the Service Recipient.

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1923 12.01.7.1 Each Commercial Service Unit is entitled to the replacement of
 1924 one (1) lost, destroyed, or stolen Garbage, Recyclable Materials, and Organic Collection Container every
 1925 five (5) years during the life of this Agreement at no cost to the Service Unit. Accordingly, Contractor will be
 1926 compensated for the cost of those replacements in excess of one (1) Garbage, Recyclable Materials, and
 1927 Organic Collection Container per Commercial Service Unit during the aforementioned five (5) year period
 1928 within the Term of the Agreement, in accordance with the “Collection Container Exchange” Maximum
 1929 Service Rate, as appropriate, set forth in Exhibit 1. Contractor must deliver a replacement Collection
 1930 Container to such Service Unit within five (5) Workdays.

1931 12.01.8 Repair of Collection Containers. Contractor is responsible for repair of Collection
 1932 Containers. Within five (5) Workdays of notification by City or a Service Recipient of the need for such
 1933 repairs, Contractor must repair the Collection Container or, if necessary, remove the Collection Container
 1934 for repairs and deliver a replacement Collection Container to the Service Recipient. Collection Container
 1935 repair also includes the removal of graffiti from the Collection Container.

1936 12.01.9 Collection Container Exchange. Upon notification to Contractor by City or a Service
 1937 Recipient that a change in their Collection Containers is required, for reasons beyond those outlined in
 1938 Section 12.01.7, Contractor must deliver such Collection Containers to such Service Recipient within five (5)
 1939 Workdays. Each Commercial Service Unit is eligible to receive one (1) free Collection Container exchange
 1940 per Calendar Year during the Term of this Agreement. Contractor is allowed to charge the Service Unit for
 1941 the cost of those exchanges in excess of one (1) Collection Container exchange per Calendar Year, in
 1942 accordance with the appropriate “Collection Container Exchange” service rate set forth in Exhibit 1 as may
 1943 be adjusted by City under this Agreement. Additional Collection Containers or different size Collection
 1944 Containers are subject to the applicable Maximum Service Rate set forth in Exhibit 1.

1945 12.02 Ownership of Collection Containers. Ownership of Collection Containers distributed by
 1946 Contractor is vested with Contractor.

1947 12.03 Cleaning of Collection Containers. Once every five (5) years, starting at the date of
 1948 signature of this agreement, each Commercial Service Recipient is entitled to request the exchange of up to
 1949 three (3) Collection Containers, one each of dirty Garbage, Recyclable Materials, and Organic Waste
 1950 Containers, for clean Garbage Recyclable Materials, or Organic Waste Containers. Upon receiving such a
 1951 request from a Commercial Service Recipient within the allowed timeframe, Contractor must clean the
 1952 Collection Containers or must replace the dirty Collection Containers with clean Collection Containers. Any
 1953 Collection Container cleanings done at Contractor facility must be done in such a manner that results in no
 1954 water entering the City’s storm drain system. This service must be provided at no charge to the Service Unit,
 1955 so long as the service is not requested more than once every five years. In addition, regardless of whether
 1956 this cleaning is requested by the Service Unit, Contractor will ensure that all Collection Containers are cleaned
 1957 on an as-needed basis so as to maintain a clean appearance and proper function. Additional cleanings
 1958 beyond once every five years will be subject to the Maximum Service Rate set forth in Exhibit 1.

1959 12.04 Commercial Garbage Collection Service.
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1960 12.04.1 Conditions of Service. Contractor must provide Commercial Garbage Collection
 1961 Service to all Commercial Service Units in the Service Area whose Garbage is properly containerized in
 1962 Garbage Collection Containers, where the Garbage Collection Containers are accessible.

1963 12.04.2 Size and Frequency of Service. This service must be provided as deemed
 1964 necessary and determined between Contractor and the Commercial Service Unit, but such service must be
 1965 received no less than one (1) time per week, except for Holidays in accordance with Section 5.03. The size
 1966 of the Container and the frequency (above the minimum) of Collection will be determined between the
 1967 Commercial Service Unit and Contractor. However, size and frequency must be sufficient to provide that no
 1968 Solid Waste need be placed outside the Collection Container. Contractor must provide Containers as part
 1969 of the Commercial Collection Maximum Service Rates set forth in Exhibit 1. Service Recipients may own
 1970 and provide their own Compactor provided that the Service Recipient is completely responsible for its proper
 1971 maintenance, and that such Compactor is of a type that is compatible with Contractor's equipment. All other
 1972 Collection Containers used by Service Recipients must be owned and supplied by Contractor.

1973 12.04.3 Non-Collection. Contractor is required to Collect any Commercial Solid Waste that
 1974 is not placed in a Garbage Collection Container if such Commercial Solid Waste is outside the Garbage
 1975 Collection Container because of overflow. In the event of non-collection, Contractor must provide the
 1976 following written notice via email, U.S. mail, or in person (which may be by Non-Collection Notice) to the
 1977 Service Recipient: the date of the Solid Waste Non-Collection and the reason for Non-Collection.
 1978 Contractor's Non-Collection Notice for Commercial Service Recipients shall also contain instructions on how
 1979 to request an additional Collection Container, if relevant. If Non-Collection occurs for some unforeseeable
 1980 circumstance not listed in this Agreement that the Contractor encounters and is impeded by, Contractor shall
 1981 provide the same written notice as described in this Section.

1982 12.04.4 Disposal Facility. All Solid Waste Collected as a result of performing Commercial
 1983 Solid Waste Collection must be transported to, and Disposed of at, the Disposal Facility. Failure to comply
 1984 with this provision may result in assessment of Administrative Charges and Penalties as specified in Exhibit
 1985 5 and may result in Contractor being in default under this Agreement.

1986 12.05 Commercial Recyclable Materials Service. This service is governed by the following terms
 1987 and conditions:

1988 12.05.1 Conditions of Service. Contractor must provide Commercial Recyclable Materials
 1989 Service to all Commercial Service Units in the Service Area whose Recyclable Materials are properly
 1990 containerized in Recyclable Materials Collection Containers, except as set forth below, where the Recyclable
 1991 Materials Collection Containers are accessible. The Maximum Service Rates for Contractor's Commercial
 1992 Recyclable Materials Service are set forth in Exhibit 1.

1993 12.05.2 Base Commercial Recyclable Materials Service. All Commercial Service Recipients
 1994 subscribing to Commercial Solid Waste Collection Service must receive weekly Collection of Recyclable
 1995 Materials with a minimum of at least one 96-gallon Blue Recyclable Materials Cart per Service Recipient at

1996 no additional cost as part of the base service and included in the Bundled Rate set forth in Exhibit 1. The
 1997 actual configuration of Recyclable Materials Collection Container sizes to be provided will be based on the
 1998 total equivalent volume and configured in a manner determined by the Service Recipient in consultation with
 1999 Contractor.

2000 12.05.3 Size and Frequency of Service. This service will be provided as deemed necessary
 2001 and determined between Contractor and the Service Recipient, but such service must be received no less
 2002 than one (1) time per week, except for Holidays in accordance with Section 5.03. Service may be provided
 2003 by Collection Container at the option of the Service Recipient. The size of the Collection Container and the
 2004 frequency (above the minimum) of Collection will be determined between the Service Recipient and
 2005 Contractor. However, size and frequency must be sufficient to provide that no Recyclable Materials need be
 2006 placed outside the Collection Container. Contractor may charge for Commercial Recyclable Materials
 2007 Service above the weekly trash volume equivalent and must provide Recyclable Materials Collection
 2008 Containers as a part of the Bundled Service with rates set forth in Exhibit 1. Service Recipients may own
 2009 and provide their own Compactor provided that the Service Recipient is completely responsible for its proper
 2010 maintenance, and that such Compactor is of a type that is compatible with Contractor's equipment. All other
 2011 Collection Containers used by Service Recipients must be owned and supplied by Contractor.

2012 12.05.4 Recyclable Materials - Improper Procedure. Contractor is not required to Collect
 2013 Recyclable Materials if the Service Recipient does not segregate the Recyclable Materials from Commercial
 2014 Solid Waste and Organic Waste. Furthermore, Contractor is not required to Collect Recyclable Materials
 2015 that are Contaminated through commingling with Solid Waste or Organic Waste. To address Contamination,
 2016 Contractor must follow the steps as set forth in Section 5.07.

2017 12.05.5 Materials Recovery Facility. All Recyclable Materials Collected as a result of
 2018 performing Recyclable Materials Service must be delivered to the Materials Recovery Facility listed in Exhibit
 2019 8. Failure to comply with this provision may result in assessment of Administrative Charges and Penalties
 2020 as specified in Exhibit 5 and may result in Contractor being in default under this Agreement.

2021 12.05.6 Recyclable Materials - Changes to Work. Should changes in law arise that
 2022 necessitate any additions or deletions to the work described herein including the type of items included as
 2023 Recyclable Materials, the parties will negotiate any necessary cost changes and will enter into an Agreement
 2024 amendment covering such modifications to the work to be performed and the compensation to be paid in
 2025 accordance with Section 30.02 before undertaking any changes or revisions to such work.

2026 12.05.7 Additional Recyclable Materials Collection Containers. Contractor must provide
 2027 additional Recyclable Materials Collection Containers to Commercial Service Recipients above the minimum
 2028 requirements within five (5) days of request and may charge for such additional capacity set forth in Exhibit
 2029 1 provided that additional Collection Containers are used by Service Recipients for the purposes of setting
 2030 out additional Recyclable Materials for regular weekly Commercial Recyclable Materials Service.

2031 12.06 Commercial Organic Waste Collection Service. This service is governed by the following
 2032 terms and conditions:

2033 12.06.1 Conditions of Service. Contractor must provide Commercial Organic Waste
 2034 Collection Service to all Commercial Service Units in the Service Area whose Organic Waste is properly
 2035 containerized in Organic Collection Containers, where the Organic Waste Collection Containers are
 2036 accessible. Contractor will conduct a site visit with each non-exempt Service Recipient to determine the
 2037 specific materials to be included in the Service Recipient's Organic Waste Collection (i.e., Food Waste,
 2038 Green Waste, combined Food and Green Waste). Contractor will charge for Collection of Organic Waste
 2039 within the Bundled Service rate specified in Exhibit 1. For Organic Waste Collected in Collection Containers
 2040 beyond the size specified in the Bundled Service rate, Contractor will charge at the rate set forth in Exhibit
 2041 1. Contractor agrees that not all Service Units will elect to receive Organic Waste Collection Service in Carts,
 2042 and that Contractor will provide Organic Waste Collection Bins upon request and as necessary. Service
 2043 Recipients may elect to add Green Waste only Collection Bins to their service at pricing included in Exhibit
 2044 1. Contractor will provide enough Collection Containers and at a Collection frequency to allow for any such
 2045 Service Unit to utilize the Collection of Organic Waste. Commercial Organic Waste Collection will occur
 2046 Monday through Saturday upon request and as necessary. City shall provide Contractor a list of the names
 2047 and addresses of Commercial Service Units that are approved by City for exemption from Organic Waste
 2048 Collection.

2049 12.06.2 Organic Waste Processing Facility. Contractor must deliver all Collected Organic
 2050 Waste to the Organic Waste Processing Facility listed in Exhibit 8. Failure to comply with this provision may
 2051 result in assessment of Administrative Charges and Penalties as specified in Exhibit 5 and may result in
 2052 Contractor being in default under this Agreement.

2053 12.06.3 Organic Waste Collection Frequency. Contractor must comply with CalRecycle
 2054 Collection frequency requirements as they may apply during the Term of this Agreement. If any such
 2055 changes to Collection frequency are adopted after Commencement Date that result in Contractor being
 2056 allowed to reduce the frequency of Garbage or Organic Waste Collection, or otherwise cause Contractor to
 2057 reduce its Collection costs as a result in a change in Garbage or Organic Waste Collection frequency,
 2058 Contractor must provide City with its estimate of its reduced costs and shall make adjustments to the
 2059 Maximum Service Rates.

2060 12.06.4 Base Commercial Organic Waste Service. All Commercial Service Recipients
 2061 subscribing to Commercial Garbage Collection Service must receive weekly Collection of the equivalent
 2062 volume of at least one (1) 32-gallon Green Organic Waste Cart per Service Recipient at no additional cost
 2063 as part of the base service included in the Bundled Service rate. The actual configuration of Organic Waste
 2064 Collection Container sizes to be provided will be based on the total equivalent volume and configured in a
 2065 manner determined by the Service Recipient in consultation with Contractor. Contractor may charge for
 2066 Commercial Organic Waste Collection as set forth in Exhibit 1 for Commercial Organic Waste Service
 2067 greater than the base 32-gallon Organic Waste Cart.

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2068 12.06.5 Size and Frequency of Service. This service will be provided as deemed necessary
 2069 and determined between Contractor and the Service Recipient, but such service must be received no less
 2070 than one (1) time per week, except for Holidays in accordance with Section 5.03. Service may be provided
 2071 by Bin or Cart at the option of the Service Recipient. The size of the Container and the frequency (above the
 2072 minimum) of Collection will be determined between the Customer and Contractor. However, size and
 2073 frequency must be sufficient to provide that no Organic Waste needs be placed outside the Collection
 2074 Container. Service Recipients may own and provide their own Compactor provided that the Service
 2075 Recipient is completely responsible for its proper maintenance, and that such Compactor is of a type that is
 2076 compatible with Contractor's equipment. All other Collection Containers used by Service Recipients must be
 2077 owned and supplied by Contractor.

2078 12.06.6 Organic Waste - Improper Procedure. Contractor is not required to Collect Organic
 2079 Waste if the Service Recipient does not separate the Organic Waste from Solid Waste and Recyclable
 2080 Materials. Furthermore, Contractor is not required to Collect Organic Waste that is Contaminated through
 2081 commingling with Solid Waste or Recyclable Materials. To address Contamination, Contractor must follow
 2082 the steps set forth in Section 5.07.

2083 12.06.7 Organic Waste - Changes to Services. Should changes in law arise that necessitate
 2084 any additions or deletions to the services described in this Section, including the type of items included as
 2085 Organic Waste, the parties will negotiate any necessary cost changes and will enter into an Agreement
 2086 amendment covering such modifications to the services to be performed and the compensation to be paid
 2087 in accordance with Section 30.02 before undertaking any changes or revisions to such services.

2088 12.06.8 Additional Organic Waste Collection Containers. Contractor must provide additional
 2089 Organic Waste Collection Containers to Service Recipients at the rates listed in Exhibit 1 provided that
 2090 additional Collection Containers are used by Service Recipients for the purposes of setting out additional
 2091 Organic Waste materials for regular weekly Organic Waste Collection Service.

2092 **Article 13. Industrial Service**

2093 13.01 Contractor shall provide temporary Bin and Roll-Off Container service, including
 2094 Construction and Demolition Debris Bins, to Industrial Service Recipients, where Industrial Service Recipient
 2095 is defined as a customer subscribed to Debris Box or Roll-Off Container Collection Service. Contractor must
 2096 offer temporary Bins in 1-, 2-, 3-, 4-, and 6-cubic-yard sizes, though Contractor is not required to provide
 2097 Construction and Demolition Debris Bins at the 6-cubic-yard size. Contractor must also offer temporary Roll-
 2098 Off Containers in 10-, 20-, 30-, and 40-cubic-yard sizes. Contractor shall deliver such Bin or Roll-Off Container
 2099 within one (1) Business Day of request. The size of the Container and the frequency of Collection will be
 2100 determined between the Service Recipient and Contractor. The Contractor shall receive compensation for
 2101 Temporary Bin and Roll-Off Container Service from the Customer at the rates for such service as set in Exhibit
 2102 1.

2103 13.02 Contractor shall provide monthly Roll-Off Container service, including Construction and
 2104 Demolition Debris Bins, to Service Recipients. Contractor may offer monthly Roll-Off Containers in 10-, 20-,
 2105 30-, and 40-cubic-yard sizes. Contractor shall deliver such Roll-Off Container within one Business Day of
 2106 request. Contractor must also either provide Collection Service from Compactors that are owned by
 2107 Commercial Service Units or provide Compactors for Commercial Service Units to use for Collection Service,
 2108 for the Maximum Service Rates set forth in Exhibit 1. The size of the Container and the frequency of Collection
 2109 will be determined between the Service Recipient and Contractor. The Contractor shall receive compensation
 2110 for monthly Roll-Off Container Service from the Customer at the rate for such service as set in Exhibit 1.

2111 13.03 Hours of Collection. Industrial Collection Service must be provided commencing no earlier
 2112 than 5:00 a.m., and terminating no later than 6:00 p.m., Monday through Saturday, except for Holidays in
 2113 accordance with Section 5.03. If the Industrial Collection Service is adjacent to Residential Premises, then
 2114 Collection Service will be provided no earlier than 6:00 a.m. The hours, day, or both of Collection may be
 2115 extended due to extraordinary circumstances or conditions with the prior verbal or written consent of the
 2116 Agreement Administrator.

2117 **Article 14. City Services**

2118 14.01 City Collection Service.

2119 14.01.1 Contractor shall provide Garbage, Recyclable Materials, and Organic Waste
 2120 Collection Service to all City Service Units set forth in Exhibit 2, or as City may designate in the future (and
 2121 where applicable, subject to the conditions in this Section), where the Containers are not blocked and are
 2122 accessible by Contractor's Collection Vehicles. City may update Exhibit 2 annually.

2123 14.01.2 Bulky Waste Collection Service. Contractor shall Collect Bulky Waste, including E-
 2124 Waste and U-Waste, from City Service Units as listed on Exhibit 2 on an on-call basis on the same terms
 2125 and conditions as are provided to SFD Service Units per Section 10.11.

2126 14.01.3 Public Garbage Cans and City Transit Shelters. Contractor shall provide Garbage
 2127 Collection services to public trash cans and City-owned bus stops not less than three (3) days per week.
 2128 Collection service shall include power-washing public trash cans and maintaining cleanliness in and around
 2129 the trash cans on an annual basis. City public trash cans and Transit Shelter Garbage Collection Service
 2130 Areas are specified in Exhibit 2.

2131 14.01.4 Development Review. Contractor, upon City's request, shall assist the City in the
 2132 review of applicants' plans for projects covered by Public Resources Code § 42911, including commercial
 2133 and multi-family projects, to provide for effective and economical accumulation and Collection of Solid
 2134 Waste.

2135 14.01.5 Accumulation of Waste and Abandoned Waste. Contractor shall direct its drivers to
 2136 note: (1) the addresses of any Premises at which they observe that Garbage, Recyclable Materials, and/or

2137 Organic Waste is accumulating and are not being delivered for Collection; and (2) the address, or other
 2138 location description, at which Garbage or other Solid Waste has been abandoned in an apparently
 2139 unauthorized manner. Contractor shall deliver the address or description to City within five (5) working days
 2140 of such observation.

2141 14.01.6 Abandoned Waste Removal. Upon request from the Agreement Administrator or
 2142 other authorized City staff, in accordance with the Service Recipient Rates as set forth in Exhibit 1,
 2143 Contractor shall provide abandoned waste removal services within twenty-four (24) hours. Contractor shall
 2144 do all of the following:

2145 (a) Contractor will Collect Abandoned Waste discarded along roads at locations identified
 2146 by the City (which may include reports of locations by members of the public to the City
 2147 or to Contractor from City staff).

2148 (b) Contractor shall respond to requests from the City to Collect abandoned waste on City
 2149 Premises.

2150 (c) Contractor shall proactively Collect any and all Abandoned Waste from designated Hot
 2151 Spots identified by the City, on a schedule set by the City.

2152 (d) Contractor shall proactively Collect any and all unreported Abandoned Waste that is
 2153 discovered during the course of regular Collection Service.

2154 (e) Contractor shall cooperate with City in any investigation and prosecution of illegal
 2155 dumping.

2156 (f) Contractor shall clean up litter within a 20-foot radius of each Abandoned Waste
 2157 Collection site.

2158 Contractor shall be responsible for loading or arranging for loading of abandoned waste. Contractor shall
 2159 Collect, transport, and deliver abandoned waste to the Disposal Facility, the Materials Recovery Facility, or
 2160 Organic Waste Processing Facility as appropriate given the characteristics of the abandoned waste.

2161 14.01.7 Contractor shall publicize, to the satisfaction of City, the non-emergency phone
 2162 number for the Sebastopol Police Department, (707) 829-4400, as a resource for people to report illegal
 2163 dumping of debris.

2164 14.01.8 City-Sponsored Events Service. Upon request by the City, Contractor shall provide
 2165 up to an amount of twenty thousand dollars (\$20,000) worth of event services, including, but not limited to,
 2166 Garbage, Recyclable Materials, and Organic Waste Containers, Collection Service, and portable toilet units
 2167 at up to ten (10) City-Sponsored Events annually, at no additional cost to the City. No more than ten thousand
 2168 dollars (\$10,000) worth of those event services shall be for services that entail third-party vendors. The costs
 2169 for services for City-Sponsored Events shall be calculated based on seventy-five percent (75%) of SFD
 2170 Maximum Service Rates. Containers shall be delivered and picked up on the same day as each event, to
 2171 prevent unauthorized use of the Containers.

2172 14.01.9 Concrete Collection from Corporation Yard. Contractor shall provide a ten (10)
 2173 cubic-yard Bin that will be located at the City corporation yard, or at some other location that is agreeable to
 2174 both City and Contractor, and that will be used by City for the Collection of clean concrete. At no additional
 2175 charge to the City, and upon request from the City, Contractor shall Collect the contents of this Bin up to ten
 2176 (10) times per year, and up to a maximum of one hundred (100) tons per year. Additional service beyond
 2177 ten (10) times per year or one hundred (100) tons per year will be subject to the Maximum Service Rates
 2178 set forth in Exhibit 1.

2179 14.02 City Collection Conditions of Service. City Collection Service shall be governed by the
 2180 following terms and conditions:

2181 14.02.1 Contractor's Good Will. In exchange for the good will of the City and the general
 2182 public, Contractor voluntarily agrees to provide Solid Waste Collection under this Article at no cost to the
 2183 City excepting excess service as provided in this Article and warrants that such service shall neither impact
 2184 the Maximum Service Rates nor be otherwise paid for or subsidized by any other Service Recipients.

2185 14.02.2 Contractor shall receive written permission from the City before placing any
 2186 Collection Containers on City-owned property for service, except that no such permission shall be needed
 2187 to place Collection Containers at locations specified for such Containers in Exhibit 2.

2188 14.02.3 Contractor shall limit the number of trips and the path of travel for Collection
 2189 Vehicles in City parking lots.

2190 14.02.4 Container Service. City Facilities shall be provided Solid Waste Collection generally
 2191 subject to the same terms and conditions as similar Service Units regarding Container specifications, repair,
 2192 replacement, cleanings, and exchange; provided the City shall not be charged for any requests for such
 2193 services.

2194 14.02.5 Frequency of Service. The frequency of Collection may be designated by the City,
 2195 but not to exceed six (6) times per week per Container. City may change the City Service Units receiving
 2196 service, and the Container volume and Collection frequency provided to any City Service Unit, by written
 2197 notice to Contractor.

2198 14.02.6 Keys to City Facilities. City may issue Contractor sets of keys to facilitate access to
 2199 City Service Unit sites. Contractor shall be responsible for the safekeeping of these keys and shall pay for
 2200 the replacement cost of keys if replacements are needed.

2201 **Article 15. Additional Services**

2202 15.01 Recovered Organic Waste Procurement. Contractor shall assist the City in meeting the SB
 2203 1383 mandated recovered Organic Waste procurement target. At no cost to the City, Contractor must assist
 2204 City in arranging for produced Compost, mulch, or other recovered Organic Waste products to comply with

2205 SB 1383 procurement requirements to be delivered in qualities, quantities, locations, and times agreed on
 2206 between City and Contractor. Such Contractor assistance can be in the form of backhauling materials or
 2207 setting aside locations for Service Recipients to pick up produced Compost/mulch at an approved facility.
 2208 When requested by the City, Contractor agrees to provide up to fifty percent (50%) of the City's full SB 1383
 2209 annual recovered Organic Waste procurement target, which amounts to one hundred seventy-eight (178)
 2210 tons or four hundred forty-five (445) cubic yards of Compost or mulch annually.

2211 15.02 Compost Giveaway Events. In the event that Compost is no longer provided by the
 2212 Sonoma County Waste Management Agency, and subject to the terms and conditions of Section 30.01,
 2213 Contractor will provide at least two Compost giveaway events per year for City residents. Contractor shall
 2214 make available at least sixty (60) cubic yards of Compost on an annual basis at no additional cost to City.
 2215 The location, date, and time of such events shall be mutually agreed upon by Contractor and City. If
 2216 Contractor provides Compost giveaways to City residents, Contractor shall receive a credit for the number of
 2217 cubic yards of compost provided to City residents for the requirements outlined in Section 15.01.

2218 15.03 Edible Food Recovery Support. In the event that Edible Food Recovery support is no longer
 2219 provided by the Sonoma County Waste Management Agency, and subject to the terms and conditions of
 2220 Section 30.01, Contractor will, at no additional cost to the City, provide support to the City's Edible Food
 2221 Recovery program as required under SB 1383. Contractor support may include educating commercial Edible
 2222 Food generators, providing records of site visits, conducting education efforts, providing lists of food recovery
 2223 organizations, and coordinating with Agreement Administrator. Contractor will assist the City in conducting
 2224 Food Waste and Green Waste surveys and Diversion programs by providing accurate and timely service
 2225 data, conducting site visits, and distributing materials.

2226 15.04 HHW and Extended Producer Responsibility Drop-Off Events. In the event that HHW
 2227 collection events are no longer provided by the Sonoma County Waste Management Agency, and subject to
 2228 the terms and conditions of Section 30.01, Contractor shall provide a minimum of two City-wide HHW
 2229 (including E-waste, U-Waste, pharmaceuticals, and sharps), textile, carpet, and mattress Collection drives on
 2230 an annual basis. The events shall be conducted by Contractor at no cost of any kind to the City. Contractor
 2231 will schedule Collection events with City approval and advertise the drop-off events not less than one week
 2232 prior to the scheduled Collection event, but no more than one month prior to the scheduled Collection event.
 2233 All textile, carpet, and mattresses Collected through this program shall be Diverted from the landfill, either
 2234 through donation to a local non-profit organization or through other means of Diversion. Contractor must
 2235 arrange for appropriate disposal of all HHW generated by each event.

2236 15.05 Support in Complying with SB 54. Contractor will, at no cost to the City, provide support to
 2237 the City in complying with SB 54. Contractor support may include, but is not limited to, record-keeping,
 2238 collection of data, waste stream sampling, and compilation of reports.

2239 15.06 Street Sweeping Service. Upon City's request and subject to mutual agreement between
 2240 City and Contractor regarding the amount and timing of an adjustment to Service Recipient Rates, Contractor
 2241 shall provide street sweeping services and/or catch basin cleaning to City in accordance with the terms and

2242 conditions set forth in Exhibit 13, Street Sweeping Service. City and Contractor shall mutually agree on the
 2243 date in which to begin performance of such services.

2244 15.07 Household Alkaline Battery Recycling Program. At no additional cost to the City, Contractor
 2245 shall collect household alkaline batteries from the City household alkaline battery drop-off locations identified
 2246 in Exhibit 12. City staff shall notify Contractor when batteries require collection. Contractor shall collect
 2247 batteries from all locations unless directed by City to collect at one or more centralized locations. Contractor
 2248 shall deliver batteries to a battery recycler or permitted hazardous waste facility.

2249 15.08 Cardboard Drop-Off Program. Contractor shall provide a four (4) cubic-yard Bin that will be
 2250 located at the City community center, or at some other location that is agreeable to both City and Contractor,
 2251 and that will be used by City for the Collection of clean cardboard. At no additional charge to the City, and
 2252 either on a regular schedule or upon request from the City, Contractor shall Collect the contents of this Bin.
 2253 City shall be responsible for monitoring this Bin for Contamination and either removing Contamination or
 2254 alerting Contractor of Contamination. If Contamination becomes a recurring issue, Contractor and City shall
 2255 meet and confer to determine a new location for the Bin that is mutually acceptable to both parties.

2256 15.09 Holiday Tree Drop-Off at Corporation Yard. At no additional cost to the City, Contractor
 2257 shall provide a Debris Box at the City corporation yard for all City residents to use for disposal of Holiday
 2258 Trees. Contractor must deliver the Collected Holiday Trees to the Organic Waste Processing Facility for
 2259 Diversion through uses other than Alternative Daily Cover or Beneficial Use. Contractor is not required to
 2260 Divert Holiday Trees with tinsel, flocking, or ornaments.

2261 **Article 16. Collection Routes**

2262 16.01 Service Routes. Contractor must provide City with maps and digital mapping data precisely
 2263 defining Collection routes, together with the days which Collection will regularly commence.

2264 16.02 Service Routes Near Schools. Contractor agrees not to schedule Collection service within
 2265 500 feet of a school's roadway frontage and/or driveways during either the school's daily morning student
 2266 arrival window(s) or the school's daily afternoon student departure window(s). It is the responsibility of
 2267 Contractor to determine the schedule of each school site and which Collection service is provided.

2268 16.03 Initial Route Changes. Contractor agrees not to change any Residential Solid Waste
 2269 Collection routes in effect as of the Effective Date of this Agreement prior to July 1, 2026, except for limited
 2270 route changes that may be necessary for new development and subject to review and approval by the City.
 2271 After July 1, 2026, if any re-routing of Residential Solid Waste Collection is necessary for Collection efficiency,
 2272 Contractor may submit to City, in writing, proposed route changes (including maps thereof) not less than sixty
 2273 (60) calendar days prior to the proposed date of implementation. Any such initial routing change may not
 2274 affect more than ten percent (10%) of SFD Service Units in the City and is subject to City review and approval.

2275 16.04 Future Service Route Changes. Contractor must submit to City, in writing, any proposed
 2276 route change (including maps thereof) not less than sixty (60) calendar days prior to the proposed date of
 2277 implementation. Contractor may not implement any route changes without the prior review and approval of
 2278 the Agreement Administrator. If the change will change the Collection day for a Service Recipient, Contractor
 2279 must notify those Service Recipients in writing of route changes not less than thirty (30) days before the
 2280 proposed date of implementation.

2281 16.05 Collection Route Audits. City reserves the right to conduct audits of Contractor's Collection
 2282 routes. Contractor must cooperate with City in connection therewith, including permitting City employees or
 2283 agents designated by the Agreement Administrator to ride in the Collection Vehicles to conduct the audits.
 2284 Contractor has no responsibility or liability for the salary, wages, benefits, or worker compensation claims of
 2285 any person designated by the Agreement Administrator to conduct such audits.

2286 **Article 17. Minimum Performance Standards**

2287 17.01 Billing Audit and Performance Reviews.

2288 17.01.1 Contractor Shall Review its Billings to all Customers. The purpose of the review is
 2289 to determine that the amount which the Contractor is billing each Customer is correct regarding the level of
 2290 service (i.e., frequency of Collection, size of Container, location of Container) at the rates approved by City
 2291 Council resolution. The Contractor shall review Customer accounts not less than annually and provide a
 2292 written certification to the City that all such billing is correct. The documentation of the review, as well as
 2293 verification that any errors have been corrected, should be provided to the City annually.

2294 17.01.2 Billing Audit and Performance Reviews. City may conduct billing audit and
 2295 performance reviews (together, "reviews") of Contractor's performance during the Term of this Agreement,
 2296 as provided herein. City may conduct two (2) full reviews, with payment to City as stated in Section 17.01.2.1
 2297 below, during the Initial Term of this Agreement. The purpose of these full reviews will be as described in
 2298 Section 17.01.2.2 below.

2299 17.01.2.1 Selection and Cost. The reviews will be performed by the City or
 2300 a qualified firm under contract with the City. City will have the final responsibility for the selection of the firm.
 2301 City may conduct reviews at any time during the Term of the Agreement. Contractor shall pay the City's
 2302 costs for the performance review, up to \$85,000 per review. The payment amount shall increase annually
 2303 by the CPI Adjustment Calculation in Section 6.05.

2304 17.01.2.2 Purpose. The reviews will be designed to verify: that Customer
 2305 billing rates have been properly calculated and correspond to the level of service received by the Customer,
 2306 that Contractor is correctly billing for all services provided, that Franchise Fees and other fees required
 2307 under this Agreement have been properly calculated and paid to City, that Contractor is in compliance with
 2308 the reporting requirements and performance standards of this Agreement, the Diversion percentages
 2309 reported by Contractor, and any other provisions of the Agreement. City (or its designated consultant) may

2310 utilize a variety of methods in the execution of this review, including, but not limited to, analysis of relevant
 2311 documents, on-site and field observations, and interviews. City (or its designated consultant) will review
 2312 and document the items in the Agreement that can be objectively evaluated, including those that require
 2313 Contractor to meet specific performance standards, submit information or reports, perform additional
 2314 services, or document operating procedures. This information will be documented and be formatted in a
 2315 “compliance checklist”, with supporting documentation and findings tracked for each of the identified items.
 2316 The review will specifically include a determination of Contractor’s compliance with the Diversion
 2317 requirements of Article 8 and the public outreach and education requirements of Article 20. City (or its
 2318 designated consultant) may review the Customer service functions and structure utilized by Contractor.
 2319 This may include Contractor’s protocol for addressing Customer complaints and service interruption
 2320 procedures. Complaint logs may be reviewed, along with procedures and systems for tracking and
 2321 addressing complaints. On-site and field observations by City (or its designated consultant) may include,
 2322 but are not necessarily limited to:

- 2323 a) Interviews and discussions with Contractor’s administration and management
 2324 personnel.
- 2325 b) Review and observation of Contractor’s Customer service functions and structure.
- 2326 c) Review of public education and outreach materials.
- 2327 d) Interviews and discussions with Contractor’s financial and accounting personnel.
- 2328 e) Interviews with route dispatchers, field supervisors, and managers.
- 2329 f) Interviews with route drivers.
- 2330 g) Interviews with vehicle maintenance staff and observation of maintenance
 2331 practices.
- 2332 h) Review of on-route Collection Service, including observation of driver
 2333 performance and Collection productivity and visual inspection of residential routes
 2334 before and after Collection to evaluate cart placement and cleanliness of streets.

2335 17.01.2.3 Contractor’s Cooperation. Contractor shall cooperate fully with the
 2336 review and provide all requested data, including operational data, financial data, and other data reasonably
 2337 requested by City within fifteen (15) Workdays of the request. Failure to submit data by the due date may
 2338 result in assessment of Administrative Charges and Penalties as specified in Exhibit 5.

2339 17.01.3 Additional Billing Audit and Performance Review. In the event that the Billing Audit
 2340 and Performance Review concludes that Contractor is not in compliance with all terms and conditions of this
 2341 Agreement and such non-compliance is material, Contractor is subject to Administrative Charges and
 2342 Penalties as described in Exhibit 5 as well as reimbursement to the City for the full cost of the audit plus any
 2343 underpayments discovered during the Audit. Additionally, City may conduct an Additional Billing Audit and
 2344 Performance Review, beyond the two (2) specified in Section 17.01.2.1, to ensure that Contractor has cured
 2345 any such area of non-compliance. Contractor will be responsible for the cost of any such Additional Billing
 2346 Audit and Performance Review for a maximum cost of Eighty-Five Thousand Dollars (\$85,000), starting on
 2347 July 1, 2026, and each January 1st thereafter. For the purposes of a determination of non-compliance under

2348 this Agreement, Audit findings which result in underpayments of \$100,000 or more shall be deemed material.
 2349 These payment amounts shall increase annually by the CPI Adjustment Calculation in Section 6.05.

2350 17.01.4 City Requested Program Review. City reserves the right to require Contractor to
 2351 periodically conduct reviews of the Garbage, Recyclable Materials, and Organic Waste Collection Service
 2352 programs, provided that such reviews are reasonable and can be accomplished at no additional cost to
 2353 Contractor and without interfering with Contractor's operations. Such reviews could assess one or more of
 2354 the following performance indicators: average volume of Recyclable Materials per set-out per Customer,
 2355 average volume of Organic Waste per set-out per Customer, participation level, Contamination levels, etc.
 2356 Prior to the program evaluation review, City and Contractor will meet and discuss the purpose of the review
 2357 and agree on the method, scope, and data to be provided by Contractor. Failure of Contractor to submit
 2358 requested data or information to City within fifteen (15) Workdays of a request may result in assessment of
 2359 Administrative Charges and Penalties as specified in Exhibit 5.

2360 17.02 Cooperation with Other Program Reviews. Contractor shall cooperate with City and/or its
 2361 agent(s) as reasonably requested to collect program data, perform field work, conduct route audits to
 2362 investigate Customer participation levels and set-out volumes, and/or evaluate and monitor program results
 2363 related to Garbage, Recyclable Materials, and Organic Waste Collected in City by Contractor, provided that
 2364 such cooperation can be accomplished at no additional cost to Contractor and without interfering with
 2365 Contractor's operations. Failure of Contractor to submit requested data or information to City within fifteen
 2366 (15) Workdays of a request may result in assessment of Administrative Charges and Penalties as specified
 2367 in Exhibit 5.

Article 18. Collection Equipment

2368
 2369 18.01 General Provisions. All equipment used by Contractor in the performance of services under
 2370 this Agreement must be of a high quality and meet all Federal, State, and local regulations and air quality
 2371 standards, including all applicable provisions of Air Quality Management District. Collection vehicles must be
 2372 designed and operated so as to prevent Collected materials from escaping from the vehicles. Hoppers must
 2373 be closed on top and on all sides with screening material to prevent Collected materials from leaking, blowing,
 2374 or falling from the vehicles. All trucks and Containers must be watertight and must be operated so that liquids
 2375 do not spill during Collection or in transit.

2376 18.02 Bulky Waste. Vehicles used for Collection of Bulky Waste may not use Compactor
 2377 mechanisms or mechanical handling equipment that may damage reusable goods or release Freon or other
 2378 gases from pressurized appliances.

2379 18.03 Collection Vehicles. Contractor must use Collection Vehicles as listed in the schedule
 2380 included in Exhibit 4 and may not use any Collection Vehicle that is more than ten (10) years old during the
 2381 Term of the Agreement. Contractor shall register all new Collection Vehicles under this Agreement to its
 2382 address within the County of Sonoma and shall report all purchases of Collection Vehicles under this
 2383 Agreement as attributable to the City for sales tax purposes. If available to Contractor, Collection Vehicles

2384 must utilize low carbon (“alternative”) fuel, which must be renewable diesel, renewable natural gas (RNG),
 2385 liquefied natural gas (LNG), CNG, or electric unless otherwise pre-authorized by the City in writing. In each
 2386 event that low carbon fuel is not available to Contractor, Contractor must notify the Agreement Administrator
 2387 in writing within forty-eight (48) hours, and Contractor must include in this notice an explanation of why such
 2388 fuel is not available. If, during the Term of the Agreement, new technologies are available (such as hybrid or
 2389 electric powered Collection vehicles), the City or the Contractor may request/negotiate implementation of
 2390 such new Collection vehicles, with a corresponding change to the Maximum Service Rates to reflect additional
 2391 cost or savings. During the Term, to the extent required by law, Contractor shall provide its Collection Vehicles
 2392 to be in full compliance with all Applicable Laws, including State and Federal clean air requirements that are
 2393 adopted or proposed to be adopted, including, but not limited to, the California Air Resources Board Heavy
 2394 Duty Engine Standards as currently proposed to be contained in California Code of Regulations, Title 13,
 2395 Sections 2020 et seq., the California Air Resources Board Advanced Clean Fleets Regulation as outlined in
 2396 California Code of Regulations, Title 13, Sections 2013 et seq., the Federal EPA’s Highway Diesel Fuel Sulfur
 2397 regulations, and all other applicable air pollution control laws.

2398 18.03.1 Zero Emission Vehicle Technology Transition. City and Contractor shall proactively
 2399 take such steps as are necessary to plan for, and upon City direction execute, transition of the Contractor’s
 2400 Collection Vehicles to reliance on electricity or other zero emission technologies as a fuel source. Contractor
 2401 shall report to the City no less than annually on the status of the transition. The City and Contractor shall, no
 2402 less than annually, confer on the degree to which it is technologically and economically feasible to transition
 2403 some or all Collection Vehicles to electricity or other zero emission technology. In determining whether it is
 2404 economically feasible to transition Collection Vehicles per this Section, the City and Contractor shall review
 2405 and evaluate Contractor’s current and historical finances and profitability. Upon a determination by the City
 2406 that it is technologically and economically feasible to transition some or all Collection Vehicles to electricity
 2407 or other zero emissions technology, Contractor shall proceed to purchase and operate such vehicles on a
 2408 schedule mutually agreed to by Contractor and City, and subject to agreement regarding changes in
 2409 Contractor’s Compensation that are reasonable and necessary for the transition. Contractor shall be entitled
 2410 to a change in Contractor’s Compensation for construction of an electric charging or other fueling station,
 2411 subject to the mutual agreement of the City and Contractor and approval of the City Council. Contractor will
 2412 coordinate with the City in finding or constructing a suitable charging or other fueling station for Contractor’s
 2413 electric or other zero emission Collection Vehicles.

2414 18.04 Collection Vehicle On-Board Technology. Contractor must use Collection Vehicles fitted
 2415 with GPS tracking devices that can be used to record start and stop times, vehicle locations, and maximum
 2416 speed. Contractor shall furnish to the City, at no additional cost or expense, any software and equipment
 2417 necessary for City to track the location of Collection Vehicles in real time and to generate reports as needed.
 2418 Collection Vehicles must also be fitted with cameras that are programmed to take photos, date and location
 2419 stamped, to document violations, including Contamination, overfilling, and lids not closed. GPS and camera
 2420 data must be made available to City upon request. Failure of Contractor to make data or information available
 2421 to City within fifteen (15) Workdays of a request may result in assessment of Administrative Charges and
 2422 Penalties as specified in Exhibit 5.

2423 18.05 Collection Vehicle Size Limitations / Overweight Vehicle Charge. Contractor may not use
 2424 any Collection Vehicle in violation of weight limitations in Applicable Law, including any weight limitation
 2425 placed on any public roadway or alley as adopted and posted by City. The Contractor may exceed the
 2426 Collection Vehicle size limitation for a limited time due to extraordinary circumstances or conditions with the
 2427 prior written consent of the Agreement Administrator. The limited time may not exceed 120 days. Contractor
 2428 must report all instances of overweight vehicles to City as part of its quarterly reporting described in Section
 2429 22.04, and as part of its Annual Reports to the City described in Section 22.05. Contractor may be assessed
 2430 Administrative Charges and Penalties as specified in Exhibit 5 as a result of exceeding an overweight vehicle
 2431 rate of five percent (5.00%) in any Calendar Year during the Term of the Agreement. The overweight vehicle
 2432 rate will be calculated as the total number of overweight Collection Vehicle instances during the Calendar
 2433 Year divided by the total number of Collection Vehicle loads transported during the Calendar Year. Prior to
 2434 collecting Administrative Charges and Penalties for overweight vehicles, the City shall afford Contractor a
 2435 reasonable opportunity to provide the Agreement Administrator with documentation of the extraordinary
 2436 circumstance that caused the overweight vehicles. Extraordinary circumstances in this case may include, but
 2437 are not limited to, heavy rains or high winds that caused excess Green Waste to be generated, rain to
 2438 accumulate in open Collection Containers, or normal Collection routes to be delayed or shortened due to
 2439 extreme weather conditions. The Agreement Administrator shall have authority to consider Contractor's
 2440 documentation and uphold and collect the assessed charge, to reduce the charge, or to waive and dismiss
 2441 the charge. The Agreement Administrator shall also have the authority to waive charges in advance of an
 2442 anticipated, or in response to an actual, emergency event.

2443 18.06 Registration; Inspection. All vehicles used by Contractor in providing Solid Waste
 2444 Collection under this Agreement, except those vehicles used solely on Contractor's Premises, are to be
 2445 registered with the California Department of Motor Vehicles. In addition, each such vehicle must be inspected
 2446 by the California Highway Patrol in accordance with Applicable Law. Within two (2) Workdays of a request
 2447 from the Agreement Administrator, Contractor must provide City a copy of its vehicle maintenance log and
 2448 any safety compliance report, including, but not limited to, any report issued under California Vehicle Code
 2449 Sections 34500.

2450 18.07 Safety Markings. All Collection equipment used by Contractor must have appropriate safety
 2451 markings including, but not limited to, highway lighting, flashing, and warning lights, clearance lights, and
 2452 warning flags. All such safety markings must be in accordance with the requirements of the California Vehicle
 2453 Code, as may be amended from time to time.

2454 18.08 Vehicle Signage and Painting. Collection Vehicles must be painted and numbered without
 2455 repetition and must have Contractor's name, Contractor's customer service telephone number, and the
 2456 number of the vehicle painted in letters of contrasting color, at least four (4) inches high, on each side and
 2457 the rear of each vehicle. No advertising is permitted other than the name of Contractor, its logo, and its
 2458 registered service marks, except for promotional advertisement of the Recyclable Materials and Organic
 2459 Waste programs, which is encouraged. City is to approve any promotional material of the Recyclable
 2460 Materials and Organic Waste affixed to or painted on Contractor's Collection Vehicles and may require such

2461 promotion to be utilized from time to time to encourage correct Recycling, reduce Contamination, and provide
 2462 relevant education. Contractor must repaint all vehicles (including vehicles striping) during the Term of this
 2463 Agreement on a frequency as necessary to maintain a positive public image, as reasonably determined by
 2464 the Agreement Administrator, but not less often than once every five years.

2465 18.09 Bin and Roll-off Container Signage, Painting, and Cleaning. All metal Bins and Roll-off
 2466 Containers of any service type furnished by Contractor must be either painted or galvanized, in compliance
 2467 with all applicable color specifications as set forth by CalRecycle. All metal or plastic bins and Roll-off
 2468 Containers must display Contractor's name, Contractor's customer service telephone number, and the
 2469 number of the Bin or Roll-off Container and must be kept in a clean and sanitary condition. Bins must also
 2470 have labels that comply with Section 20.10 of this Agreement. Bins and Roll-off Containers should be free of
 2471 dents and graffiti and newly painted at the start of this Agreement and painted as needed to maintain an
 2472 orderly appearance throughout the Term of the Agreement, but not less frequently than once every three
 2473 years. Bins and Roll-off Containers may be subject to periodic, unscheduled inspections by City, and
 2474 determination as to sanitary condition will be made by City.

2475 18.10 Vehicle Certification. For each Collection Vehicle used in the performance of services
 2476 under this Agreement, Contractor must obtain a certificate of compliance (smog check) issued pursuant to
 2477 Part 5 of Division 26 of the California Health and Safety Code (Section 43000 and following) and regulations
 2478 promulgated thereunder, and/or a safety compliance report issued pursuant to Division 14.8 of the California
 2479 Vehicle Code (Section 34500 and following) and the regulations promulgated thereunder, as applicable to
 2480 the vehicle. Contractor must maintain copies of such certificates and reports and must make such certificates
 2481 and reports available for inspection upon request by the Agreement Administrator.

2482 18.10.1 By July 1, 2025, Contractor must submit to the Agreement Administrator verification
 2483 that each of the Contractor's Collection Vehicles has passed the California Heavy Duty Vehicle Inspection.
 2484 Thereafter, Contractor must cause each vehicle in Contractor's Collection fleet to be tested annually in the
 2485 California Heavy Duty Inspection Program and must, upon request, submit written verification to City within
 2486 ten (10) Workdays of the completion of such test. Contractor may not use any vehicle that does not pass
 2487 such inspection. This provision does not apply to any temporary rental trucks utilized by Contractor.

2488 18.11 Equipment Maintenance. Contractor must always maintain Collection equipment in a clean
 2489 condition and in good repair. All parts and systems of the Collection equipment must operate properly and be
 2490 maintained in a condition satisfactory to City. Contractor must wash all Collection Vehicles at least once a
 2491 week.

2492 18.12 Maintenance Log. Contractor must maintain a maintenance log for all Collection Vehicles.
 2493 The log must always be accessible to City by physical inspection upon request of Agreement Administrator,
 2494 and must show, at a minimum, each vehicle's Contractor-assigned identification number, date purchased or
 2495 initially leased, dates of performance of routine maintenance, dates of performance of any additional
 2496 maintenance, and description of additional maintenance performed.

2497 18.13 Equipment Inventory. On or before July 1, 2025, Contractor shall provide to City an
 2498 inventory of Collection Vehicles and major equipment used by Contractor for Collection or transportation and
 2499 performance of services under this Agreement. The inventory must indicate each Collection Vehicle by
 2500 Contractor-assigned identification number, DMV license number, the age of the chassis and body, the type
 2501 of fuel used, the type and capacity of each vehicle, the number of vehicles by type, the date of acquisition,
 2502 the decibel rating, and the maintenance and rebuild status. Contractor must submit an updated inventory,
 2503 either via email or via electronic document sharing site (e.g., Dropbox), to the Agreement Administrator, either
 2504 annually or more often, at the request of the Agreement Administrator. Each inventory must also include the
 2505 tare weight of each vehicle as determined by weighing at a certified scale used by Contractor. Each vehicle
 2506 inventory must be accompanied by a certification signed by Contractor that all Collection Vehicles meet the
 2507 requirements of this Agreement.

2508 18.14 Reserve Equipment. Contractor shall have available to it, at all times, reserve Collection
 2509 equipment which can be put into service and operation within one (1) hour of any breakdown. Such reserve
 2510 equipment must correspond in size and capacity to the equipment used by the Contractor to perform the
 2511 contractual duties.

2512 18.15 RNG Fuel Procurement Credits. Contractor agrees to coordinate and cooperate with the
 2513 City to meet its Recovered Organic Waste Product procurement target, as defined in, and required by
 2514 Applicable Law. In support of that objective, the City will receive any applicable SB 1383 Recovered Organic
 2515 Waste Product procurement credits for all RNG used by the Contractor to power Contractor’s Collection
 2516 vehicles as allowed by the Applicable Law and within the time provided therein.

2517 **Article 19. Contractor’s Office**

2518 19.01 Contractor’s Office. Contractor shall maintain an office at the nearest possible location that
 2519 is agreed to by the City, that is accessible to persons with disabilities as required by the Americans with
 2520 Disabilities Act (ADA). Service Recipients shall be permitted to make payments in person at this office. Such
 2521 office must be equipped with enough telephones so that all Collection Service-related calls received during
 2522 normal business hours are answered by an employee within five (5) rings. The office must have responsible
 2523 persons in charge during Collection hours, and must be open during normal business hours (8:00 a.m. to
 2524 5:00 p.m. on Monday through Friday). Contractor must provide either a local or toll-free telephone number
 2525 that connects to the call center described in Section 19.02, and a telephone answering service or mechanical
 2526 device to receive Service Recipient inquiries during those times when the office is closed. Calls received after
 2527 normal business hours must be addressed the next Workday morning.

2528 19.02 Customer Service Call Center. Contractor must maintain a Customer Service call center
 2529 within the United States. Such office must be equipped with enough telephones that all customer service-
 2530 related calls are answered by an employee within five (5) rings if they are received during normal business
 2531 hours (8:00 a.m. to 5:00 p.m. on Monday through Friday). Calls received after normal business hours,
 2532 including on Saturdays and Sundays, must be addressed no later than the next Workday morning.

2533 19.03 Emergency Contact. Contractor must provide the Agreement Administrator with an
 2534 emergency phone number where the Contractor can be reached outside of the required office hours.

2535 19.04 Multilingual/Telecommunications Device for the Deaf (TDD) Service. Contractor must
 2536 always maintain the capability of responding to telephone calls in English, Spanish, and such other languages
 2537 as City may direct. Contractor must always maintain the capability of responding to telephone calls through
 2538 TDD Services.

2539 19.05 Service Recipient Calls. During office hours, Contractor must maintain a telephone
 2540 answering system capable of accepting at least five (5) incoming calls at one time. Contractor must record all
 2541 calls, including any inquiries, service requests, or complaints, into a customer service log.

2542 19.05.1 All incoming calls will be answered at the local office or call center within 5 rings.
 2543 Any call “on-hold” more than 1.5 minutes must have the option to remain “on-hold” or request a “call-back”
 2544 from a customer service representative. Contractor’s customer service representatives must return Service
 2545 Recipient calls. For all messages left before 3:00 p.m., all “call backs” must be attempted a minimum of one
 2546 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
 2547 attempted a minimum of one time prior to noon the next Workday. Contractor must make minimum of three
 2548 (3) attempts within one (1) Workday of the receipt of the call. If Contractor is unable to reach the Service
 2549 Recipient on the next Workday, Contractor must send a postcard, email, or text, as indicated by the Service
 2550 Recipient, to the Service Recipient on the second Workday after the call was received, indicating that the
 2551 Contractor has attempted to return the call.

2552 **Article 20. Contractor Support Services**

2553 20.01 Sustainability/Compliance Representative. Contractor will hire staff, including at least one
 2554 Sustainability/Compliance Representative at fifty percent (50%) of full-time equivalent, as of the
 2555 Commencement Date, to conduct site visits and provide outreach and education in support of meeting City
 2556 and CalRecycle Diversion requirements and to meet State mandates associated with Applicable Law and all
 2557 amendments and related subsequent legislation. The Sustainability/Compliance Representative(s) shall be
 2558 available as needed to meet with the City and conduct site visits to implement Recyclable Materials and
 2559 Organic Waste programs in the Service Area at least four days a week throughout the year. City may request
 2560 monthly meetings with Contractor to discuss problems or issues such as Collection or Recycling programs,
 2561 Billing or Service Recipient service issues, and day-to-day operations.

2562 20.02 Sustainability and Compliance Plan. Contractor, at its own expense, must prepare, submit,
 2563 and implement an annual (Calendar Year) Sustainability and Compliance Plan (“Plan”), which will guide
 2564 Contractor’s staff’s work efforts. This Plan will include measures to meet Diversion targets, increase
 2565 Diversion, and increase participation of Service Recipients in Recyclable Materials and Organic Waste
 2566 Diversion programs, and should target certain Recyclable Materials or “problem” areas, including Recyclable
 2567 Materials and Organic Waste sorting and Contamination, within Contractor’s Service Area where
 2568 improvements can be maximized. Planned outreach and education services and outreach materials should

2569 be included as part of the Plan and updated annually, and new outreach materials shall not be circulated to
 2570 the public without City review and approval. Targets of outreach shall be based on local trends and Recycling
 2571 patterns from data obtained by both the City and Contractor. Contractor will maintain current and state-of-
 2572 the-art public outreach and education services throughout the Term of this Agreement by providing outreach
 2573 materials to Service Recipients electronically (via email and social media). Contractor must submit first year
 2574 draft Plan to the City prior to the Commencement Date and by July 1st each year thereafter for the Term of
 2575 the Agreement. City shall review and provide revisions to draft Plan within thirty (30) days of receipt. City shall
 2576 review, provide comments, approve all education, and outreach materials. Contractor must revise and submit
 2577 final Plan to City by March 1, 2026, for the first year and then each year thereafter for the Term of the
 2578 Agreement. Contractor's Plan is provided in Exhibit 9.

2579 20.02.1 Approach to Meeting City's Diversion Requirements. Contractor must document
 2580 approach to meeting City's Diversion requirements by specific Diversion program type (SFD, MFD,
 2581 Commercial, Recyclable Material, Organic Waste, Bulky Waste, etc.) and must be tied to both specific and
 2582 public education programs. This must include an implementation schedule showing the specific programs
 2583 and tasks, milestones, and timeframes for meeting the Diversion requirements.

2584 20.02.2 Environmental Stewardship. Contractor must describe all environmental
 2585 management policies and activities related to the Solid Waste Collection service, including the use of
 2586 Alternative Fuel Vehicles, reduction of air emissions and wear and tear on the City's streets, use of recycled
 2587 products throughout operations, internal waste reduction and reuse protocol, water and resource
 2588 conservation activities within facilities (design, construction and operation), compliance with laws governing
 2589 E-Waste, HHW, and U-Waste, and use of non-toxic products when possible.

2590 20.02.3 Outreach Regarding Recyclability of Materials. Contractor shall create and maintain
 2591 at minimum one (1) piece of educational material that addresses:

2592 (a) The foundational role that commodities markets and transportation costs play in current
 2593 Recycling systems.

2594 (b) The importance of keeping recyclables empty, clean, and dry.

2595 (c) A list of materials that are likely to be recycled if placed in City Recyclable Materials
 2596 Containers.

2597 Contractor shall also create and maintain at minimum one (1) piece of educational material that addresses:

2598 (a) The Organic Waste stream standards of the local transfer and processing facilities that
 2599 receive City Organic Waste.

2600 (b) The related importance of keeping prohibited materials out of the City's Organic Waste
 2601 stream.

2602 (c) The potential end uses of Compost depending on the material's quality and levels of
 2603 Contamination.

2604 Contractor shall distribute these educational materials annually to all Service Units/Customers, including all
 2605 MFD residents, provided that City provides Contractor with a list of contact information for these residents.

2606 20.03 School Education and Outreach. Contractor shall develop and utilize a program to educate
 2607 on proper Recycling that offers tools to assist with proper Recycling for all ages. Educational information
 2608 should include brochures, school resources such as Recycling curriculums, children's activity flyers, posters,
 2609 myth busters, and Recycling art activities. Contractor shall develop and distribute educational material and
 2610 conduct onsite outreach annually to all school campuses in the Service Area. Materials must be approved by
 2611 City before distribution. Examples include Recyclable Materials list, Recycling tips, battery and bulb
 2612 education, Food Waste Collection, and donation, and HHW education. Educational material shall be
 2613 distributed to campuses by mail and/or in person on or before September 30th annually, and site visits must
 2614 be completed by November 30th annually.

2615 20.04 Compliance Notices. Contractor shall send SB 1383, AB 341, and AB 1826 compliance
 2616 notices quarterly to all eligible Commercial entities and MFDs that do not subscribe to Organic Waste and/or
 2617 Recyclable Materials Collection Service with the Contractor and/or do not provide an alternate method for
 2618 Diverting Organic Waste, in conformance with Applicable Law. These notices shall also notify businesses of
 2619 requirements under AB 827. Contractor shall mail notifications quarterly on or before the last day of the month
 2620 following the end of the quarter.

2621 20.05 Technical Assistance.

2622 20.05.1 Site Visits. Contractor shall provide comprehensive Recycling technical assistance
 2623 to MFD and Commercial Customers with the primary purpose of helping Customers increase Recyclable
 2624 Materials and Organic Waste Collection services and reducing Solid Waste Collection service. MFD and
 2625 Commercial Customers may contact Contractor to request one of these on-site assessments. In the absence
 2626 of requests from Customers, Contractor shall devise a plan to visit all MFD and Commercial Premises on a
 2627 regular rotating schedule. The technical assistance services shall conform with the following performance
 2628 expectations per month:

Task	Minimum Number of related actions taken
Phone Calls	20
In-Person Site Visits (i.e., Customer contact)	40

2629 Site visits shall include on-site assessments of the MFD and Commercial Premises to improve Recyclable
 2630 Materials and Organic Waste Collection program participation and provide recommendations to Customers
 2631 on how to improve overall resource efficiency. During the site visits, Contractor will be required to provide
 2632 and/or restock posters, "how to" guides, personal Recyclable Materials baskets/bags for MFD tenants, and
 2633 any other appropriate materials, and to provide new signage for the Recyclable Materials and Organic

2634 Waste Containers if necessary. This program shall also involve preparation and presentation of reports to
 2635 the City on the Contractor's efforts and results of the technical assistance efforts.

2636 20.05.2 Compliance Reviews.

2637 20.05.2.1 General Requirement. At least once annually, beginning in 2025,
 2638 Contractor shall review the records of its Commercial and MFD Customers in City that are subscribed for
 2639 at least two (2) cubic yards per week of combined Solid Waste, Organic Materials, and Recyclables service,
 2640 to determine whether such Customers are subscribed for Organic Materials Collection service or have an
 2641 applicable waiver. Contractor shall include the results of each Compliance Review in its next regularly
 2642 scheduled report to City.

2643 20.05.2.2 Site Visit Requirement for Non-Compliance. Contractor shall
 2644 conduct a site visit to each Commercial and MFD Customer in City that is determined to (a) not be enrolled
 2645 in 3-Container Collection service, and (b) not be eligible for a waiver based on the City determination.
 2646 Contractor shall conduct in-person site visits (i.e., direct Customer contact) to provide educational material
 2647 about the law's requirements to Commercial and MFD Customers at least once every three (3) years.

2648 20.05.2.3 Site Visit Requirement for All Customers. All Commercial and
 2649 MFD Customers in the City shall receive a site visit from Contractor to affirm proper sorting procedures and
 2650 sizing of Containers at least once every five (5) years.

2651 20.06 Education and Outreach Materials. Contractor must implement public education and
 2652 outreach in conformance with Applicable Law and in coordination with City. Contractor shall attend public
 2653 events and host booths to promote Recycling education and awareness. Contractor will work with City to
 2654 identify which special events will be attended. Contractor, together with City, shall work with local media to
 2655 ensure information on new programs, events, Recyclable Materials, Organic Waste, etc., is communicated to
 2656 the community. Contractor shall use a variety of options, such as local paper, news, websites, and social
 2657 media, as well as in-person visits to Homeowners Associations, schools, and civic groups, to distribute
 2658 information and education about City Solid Waste and Recyclable Materials programs and events. In terms
 2659 of social media and websites, Contractor shall make their best effort to share information through platforms
 2660 that are commonly used and culturally relevant, including platforms that are known to reach younger
 2661 populations. City may direct some or all educational and outreach materials to also be produced in Spanish
 2662 or other languages to be determined.

2663 20.06.1 Newsletters. Contractor shall distribute educational material to Service Recipients
 2664 a minimum of twice per year by mail or electronically. These materials should include tips on Recycling
 2665 properly, use of Organic Waste Containers, Composting, battery and electronics education, prevention of
 2666 Contamination issues, proper Collection Container placement, resource information, and HHW education.
 2667 Contractor shall also distribute these same educational materials to all MFD residents, provided that City
 2668 provides Contractor with a list of contact information for these residents.

2669 20.06.2 Available Services Notice and Information. At least annually, Contractor must
 2670 publish and distribute (by mail or electronically) a notice to all Service Units regarding the full range of
 2671 services offered. The notice must be provided in English and Spanish and must be distributed by Contractor
 2672 no later than February 1st of each year. The notice must contain, at a minimum: (i) definitions of the materials
 2673 to be Collected; (ii) procedures for setting out materials; (iii) the days when Garbage, Recyclable Materials,
 2674 and Organic Waste Service will be provided; (iv) Contractor's local customer service phone number; (v)
 2675 instructions on the proper filling of Containers; (vi) instructions as to what materials may or may not be placed
 2676 in Recyclable Materials or Organic Waste Containers; (vii) how to select Container sizes to maximize
 2677 Diversion; (viii) information about participation in Recyclable Materials and Organic Waste programs; (ix) the
 2678 fees for Overage and Contamination in the event of non-compliance; (x) the availability of on-premises
 2679 Collection Service, including the availability of no-charge on-premises Solid Waste Collection for qualified
 2680 persons; (xi) the availability of Bulky Waste Service; (xii) the availability of the used motor oil Collection
 2681 program; (xiii) the availability of the holiday tree collection program; and (xiv) the availability of the household
 2682 alkaline battery drop-off program.

2683 20.06.3 New Customer Start-Up Packet. Contractor shall distribute (by mail or
 2684 electronically) all programmatic information enumerated in Sections 20.02.3 and 20.06.3 to all new
 2685 Customers within ten (10) days from the start of service.

2686 20.06.4 Contractor shall provide the following to all its Customers, including all MFD
 2687 residents, under the Agreement annually, provided that City provides Contractor with a list of contact
 2688 information for these residents.

2689 (i) Information on the Customer's requirements to properly separate materials in
 2690 appropriate Containers.

2691 (ii) Information on methods for: the prevention of Organic Materials generation, Recycling
 2692 Organic Materials on-site, sending Organic Materials to community Composting, and
 2693 any other local requirements regarding Organic Materials.

2694 (iii) Information regarding the methane reduction benefits of reducing the landfill Disposal
 2695 of Organic Materials, and the methods of Organic Materials recovery contemplated by
 2696 the Agreement.

2697 (iv) Information regarding how to recover Organic Materials.

2698 (v) Information related to the public health and safety and environmental impacts
 2699 associated with the landfill Disposal of Organic Materials.

2700 (vi) The above information will be provided, at a minimum, through print and/or electronic
 2701 media, and may also be provided through workshops, meetings, and/or on-site visits.

2702 All information that SB 1383 requires the City to distribute shall be posted on
 2703 Contractor's website.

2704 (vii) Contractor shall provide an educational webpage which includes downloadable copies
 2705 of all the materials described in this Section.

2706 20.06.5 City-Specific Website. Contractor shall maintain a City-specific website that fully
 2707 explains the Contractor's current services and rates and the Diversion options available, and that allows
 2708 Service Recipients to submit service changes, inquiries, complaints, or queries. The website must describe
 2709 and promote the use of the available Recyclable Materials and Organic Waste services. Contractor's local
 2710 website must provide information specific to the City's programs. Contractor will ensure that information
 2711 provided on the website is maintained and up to date. Content will include proper Container set out
 2712 instructions, educational materials, newsletters, and program descriptions. Website content shall be in
 2713 English with translations into Spanish and/or other languages to be determined.

2714 20.06.6 Recycling Resources. Contractor shall maintain accurate list of Recyclable
 2715 Materials on its website and promote proper Recycling to all Service Recipients. Contractor shall consult,
 2716 collaborate, and coordinate its Recycling outreach and educational materials and activities with the City and
 2717 incorporate the City's input on the Contractor's Recycling resources and programs.

2718 20.07 Waiver Outreach, Applications, and Evaluation.

2719 20.07.1 Waiver Outreach. Contractor shall notify all of its commercial accounts of the
 2720 availability of waivers and how to obtain and file a waiver periodically, or at least every five (5) years.

2721 20.07.2 Waiver Applications and Evaluation. In the event that such a service is no longer
 2722 provided by the Sonoma County Waste Management Agency, and subject to the terms and conditions of
 2723 Section 30.01, Contractor shall be responsible for the distribution, collection, and evaluation of waiver
 2724 applications as appropriate, and shall provide the City a recommendation to accept or deny waiver requests
 2725 in accordance with SB 1383. Contractor shall develop waiver application forms and shall provide them to
 2726 City for City approval prior to use. Contractor shall evaluate requests for exemption or waiver from the Act's
 2727 requirements on the basis of physical space or de minimis generation and provide the City periodic
 2728 recommendations and supporting documentation to deny or approve waivers, including a site visit and re-
 2729 evaluation at least every five (5) years as required by the SB 1383 Regulations.

2730 20.08 News Media Relations. Contractor will work with local media to ensure information is
 2731 communicated to community (new programs, events, Recycling information, etc.). Contractor to use options
 2732 such as local Newspaper, Radio/TV News outlets, Websites, and Social Media. Contractor will notify the
 2733 Agreement Administrator by email or phone of all requests for news media interviews related to the services
 2734 covered under this Collection Agreement within one (1) Workday of Contractor's receipt of the request. When
 2735 practicable, before responding to any inquiries involving controversial issues or any issues likely to affect

2736 participation or Customer's perception of services, Contractor will discuss Contractor's proposed response
2737 with the City Agreement Administrator.

2738 20.09 News Media Requests. Contractor will notify the Agreement Administrator by email or
2739 phone of all requests for news media interviews related to the services covered under this Agreement within
2740 one (1) Workday of Contractor's receipt of the request. When practicable, before responding to any inquiries
2741 involving controversial issues or any issues likely to affect participation or Service Recipient's perception of
2742 services, Contractor will discuss Contractor's proposed response with the Agreement Administrator.

2743 20.09.1 Copies of draft news releases or proposed trade journal articles that use the name
2744 of City or relate to the services provided hereunder must be submitted to the Agreement Administrator for
2745 prior review and approval at least five (5) working days in advance of release, except where Contractor is
2746 required by any Applicable Law to submit materials to any regulatory agency in a shorter period of time, in
2747 which case Contractor must submit such materials to City simultaneously with Contractor's submittal to such
2748 regulatory agency.

2749 20.09.2 Copies of articles resulting from media interviews or news releases that use the
2750 name of City or relate to the services provided hereunder must be provided to the City within five (5) days
2751 after publication.

2752 20.10 Acceptable Materials Labeling. Contractor must affix to each Recyclable Materials and
2753 Organic Waste Collection Container a sticker that is compliant with SB 1383 labeling requirements and
2754 approved by the City. Each sticker shall clearly list Acceptable materials to be placed in the corresponding
2755 Container, and each sticker shall also include a QR code that links to the Recycling education landing page
2756 within the Contractor's City-specific website for the City. Stickers must be replaced annually and include any
2757 updates in the list of Acceptable materials (Exhibit 11).

2758 20.11 Edible Food Recovery Support. In the event that such a service is no longer provided by
2759 the Sonoma County Waste Management Agency, and subject to the terms and conditions of Section 30.01,
2760 Contractor shall annually provide City with a list of Tier One and Tier Two Commercial Edible Food Generators
2761 located in the City. Upon request from Contractor, City shall use reasonable efforts without incurring
2762 significant additional costs to cooperate and consider methods for collecting information from Customers and
2763 sharing such information with Contractor in an effort to assist Contractor with identifying the Tier One and
2764 Tier Two commercial Edible Food generators within the City.

2765 20.12 Programs and Services. Contractor must provide additional educational and outreach
2766 services and programs as requested by City at a price to be mutually agreed upon between the Contractor
2767 and the Agreement Administrator. In the event Contractor and the Agreement Administrator cannot reach a
2768 mutually agreed upon price for the requested service or program, City has the right to procure the service of
2769 other vendors or contractors to provide the requested service.

2770 20.13 Operations Plans. Contractor must adhere to the Transition Plan included as Exhibit 4,
 2771 Customer Service Plan included as Exhibit 6, and Collection Service Operations Plan included as Exhibit 7,
 2772 the three of which present the specific Collection programs that will be implemented in the City.

2773 20.14 Route Audits/Route Reviews.

2774 20.14.1 General Requirement. At least once annually, beginning in 2025, Contractor or its
 2775 approved designee shall conduct a Route Review for each Hauler Route. The number of Containers to
 2776 review per Hauler Route shall be calculated on the basis of the number of Garbage accounts provided
 2777 service by a specific Hauler Route for one week. For example, "Route A" collects Garbage from 250
 2778 accounts, 4 days per week, for a total of 1,000 accounts per week; include a minimum of 25 accounts for
 2779 Route Review of "Route A". For each Route Review of a Hauler Route, Contractor shall inspect at least the
 2780 following minimum number of Containers but may inspect more if Contractor deems necessary; and shall
 2781 inspect all Containers placed for Collection (including Recyclable Materials Containers, Organic Waste
 2782 Containers, and Garbage Containers). Each inspection shall involve lifting the Container lid and observing
 2783 the contents but shall not require Contractor to disturb the contents or open any bags. Contractor may select
 2784 the Containers to be inspected at random, or (if mutually agreed with City) by any other method not prohibited
 2785 under the SB 1383 Regulations. For the avoidance of doubt, Contractor shall not be required to annually
 2786 inspect every Container on a Hauler Route. Contractor shall include the results of each Route Review in its
 2787 next regularly scheduled report to City.

2788

<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

2789 20.14.2 Notice of Contamination. Contamination noticing will follow the procedures
 2790 described in Section 5.07.

2791 **Article 21. Emergency Service**

2792 21.01 Revised Services During an Emergency. In the event of a major storm, earthquake, fire,
 2793 flood, tornado, other natural or man-made disaster, or other such emergency event (collectively "Emergency
 2794 Event), Contractor will continue to provide Solid Waste Collection to the maximum extent practicable, and in
 2795 accordance with FEMA's Public Assistance Debris Management Guide (FEMA-325). The Agreement
 2796 Administrator may grant the Contractor a variance from regular routes and schedules, which will not be
 2797 withheld unreasonably. As soon as practicable after such Emergency Event, Contractor must advise the
 2798 Agreement Administrator when it is anticipated that normal routes and schedules can be resumed. The
 2799 Agreement Administrator will try through the local news media to inform the public when regular services may

2800 be resumed. The clean-up from some Emergency Events may require that Contractor hire additional
 2801 equipment, employ additional personnel, or work existing personnel on overtime hours to clean debris
 2802 resulting from the event. If Contractor secures written authorization and approval from City through the
 2803 Agreement Administrator, Contractor will receive additional compensation above the normal compensation
 2804 contained in this Agreement to cover the costs of rental equipment, additional personnel, overtime hours, and
 2805 other documented expenses based on the rates set forth in Exhibit 1. City will be given equal priority and
 2806 access to resources as with other franchise jurisdictions held by Contractor or its affiliates.

2807 21.02 Emergency Event Planning. Within sixty (60) days from a request by City, Contractor shall
 2808 prepare a draft Emergency Event plan that sets forth procedures for maintaining regular Collection service
 2809 and Collection of debris following an Emergency Event and provide a framework for how the City will respond,
 2810 clear, remove, and dispose of debris generated during a disaster. The Emergency Event plan shall address
 2811 arrangements to provide needed vehicles and personnel, priorities for clean-up at critical facilities, and
 2812 procedures for reimbursement for costs; it shall also describe communication plans, list key contact persons,
 2813 and provide maps showing proposed sites for stockpiling of disaster debris that cannot be transported to the
 2814 landfill. Contractor shall coordinate the plan with City's Public Works Department. The draft plan shall be
 2815 presented to the City Manager for consideration and approval. The final plan shall be distributed to those
 2816 employees of Contractor and City who would have a role in implementing upon the occurrence of an
 2817 Emergency Event.

2818 21.03 Emergency Event Recovery Support. In the event of an Emergency Event, Contractor
 2819 agrees to provide recovery support upon request by Agreement Administrator. This may include additional
 2820 hauling of debris, special handling such as wrapping waste in plastic (i.e., "burrito wrapping"), temporary
 2821 storage of debris where feasible, additional disposal, use of different transfer and disposal facilities, and
 2822 documentation of debris type, weight, and Diversion. Contractor should follow protocol laid out in the County's
 2823 Operational Area Mass Debris Management Plan (Annex to the Operational Area Emergency Response Plan)
 2824 and any subsequent County or City Disaster Debris Plans, as applied to Solid Waste hauling and handling.

2825 **Article 22. Record Keeping, Reporting Requirements, & Record Requests**

2826 22.01 Record Keeping.

2827 22.01.1 Accounting Records. Contractor shall keep and preserve full, complete, accurate,
 2828 and separate financial, statistical, and accounting records pertaining to cash, billing, and provisions of all
 2829 Collection Service, prepared on an accrual basis in accordance with generally accepted accounting
 2830 principles. Such records will be subject to audit, copy, and inspection for the purposes set forth in Section
 2831 17.01. Gross Revenues derived from provision of the Collection Service, whether such services are
 2832 performed by Contractor or by a Subcontractor or Subcontractors, will be recorded as revenues in the
 2833 accounts of Contractor. The Contractor shall keep and preserve, during the Term of this Agreement, and for
 2834 a period of not less than four (4) years following expiration or other termination hereof, full, complete, and
 2835 accurate records, including all cash, billing, and disposal records, as indicated in the Agreement.

2836 22.01.1.1 Reviewed Financial Statements. City reserves the right to request
 2837 Contractor to make available, not more frequently than annually, financial statements that have been most
 2838 recently reviewed by an independent Certified Public Accountant, including any associated footnotes.
 2839 Contractor shall make the reviewed financial statements available for viewing at their place of business or
 2840 via an electronic portal. In the event that Contractor does not maintain separate financial or accounting
 2841 records prepared specifically for services provided under this Agreement, Contractor may use industry
 2842 standard allocation methods to provide financial information as applicable to the service provided under
 2843 this Agreement. Failure of Contractor to make available requested financial statements to City within fifteen
 2844 (15) Workdays of a request may result in assessment of Administrative Charges and Penalties as specified
 2845 in Exhibit 5. City reserves the right to have a third party view these financial statements and draft findings
 2846 as appropriate. In each case that City enlists a third party to review the financial statements and draw up
 2847 findings, Contractor shall, upon request, reimburse the City up to ten thousand dollars (\$10,000) to defray
 2848 the cost of this review. This payment amount shall increase annually by the CPI Adjustment Calculation in
 2849 Section 6.05. Costs associated with this Section would be considered allowable costs for rate-setting
 2850 purposes.

2851 22.01.2 Agreement Materials Records. Contractor must maintain records of the quantities
 2852 of (i) Residential, MFD, and Commercial Solid Waste Collected and Disposed under the terms of this
 2853 Agreement, (ii) Recyclable Materials, by type, Collected, purchased, processed, sold, donated, or given for
 2854 no compensation under the terms of this Agreement, and (iii) Organic Waste by type, Collected, purchased,
 2855 processed, sold, donated, or given for no compensation under the terms of this Agreement. Records must
 2856 be provided to City as specified in Article 20, and upon additional request.

2857 22.01.3 Other Records. Contractor must maintain all other records reasonably related to
 2858 provision of Collection Service, whether or not specified in this Agreement, and provide them upon City
 2859 request. Failure of Contractor to submit requested records to City within fifteen (15) Workdays of a request
 2860 may result in assessment of Administrative Charges and Penalties as specified in Exhibit 5.

2861 22.01.4 Failure to Report. The refusal of Contractor to file any of the reports required in the
 2862 timelines required, or the inclusion of any materially false or misleading statement or representation made
 2863 knowingly by Contractor in such report, shall be deemed a material breach of this Agreement and shall
 2864 subject Contractor to all remedies, legal or equitable, which are available to City under this Agreement or
 2865 otherwise.

2866 22.01.5 Report Format. All reports are to be submitted in a form and format approved by the
 2867 City, including electronic data submission.

2868 22.02 Data-Sharing / Online Waste Reporting System. Contractor shall, at no additional cost to
 2869 the City, provide data regarding outreach, customer service, site visits, service levels, weight and volumes by
 2870 waste stream, and other compliance and reporting information in a form and format approved by the City.
 2871 This may include, if requested by City, procurement of software to use as an Online Waste Reporting System,

2872 an online/digital data system that is specifically designed for recording and documenting activity and data
 2873 related to Collection Service, including the topics listed above.

2874 22.03 Vehicle GPS and Camera Data. Upon City's request, Contractor shall make available
 2875 stored vehicle GPS and on-board camera data for City's review.

2876 22.04 Quarterly Reporting.

2877 22.04.1 General. Quarterly reports must be submitted no later than 5 p.m. Pacific Time (PT)
 2878 on the last day of the month following the end of Quarter in which the receipts are Collected, and must be
 2879 provided electronically using software acceptable to the City. If the last day of the month falls on a day that
 2880 City is closed or on a Holiday, then the report will be due on the next Business Day. Failure to submit
 2881 complete quarterly reporting by the due date may result in assessment of Administrative Charges and
 2882 Penalties as specified in Exhibit 5.

2883 22.04.2 City Reports. Quarterly reports to City must include:

2884 22.04.2.1 Tonnage and Service Data. Contractor must provide a full-service
 2885 list, with the following indicated for each Customer: number of contracted Collections for that Quarter
 2886 (Collections that were scheduled to take place), and number of actual Collections completed during that
 2887 Quarter (Collections that took place, not including non-collections or missed Collections). Contractor must
 2888 also report the number of unique SFD and MFD accounts serviced; the number of unique Commercial and
 2889 City accounts serviced; tonnage of Garbage, Recyclable Materials, and Organic Waste Collected and
 2890 processed for Diversion. Quantities should be broken down by SFD, MFD, Commercial, and City Service.

2891 22.04.2.2 Overweight Vehicle Reporting. The quarterly report must include
 2892 a summary total of all instances of overweight Collection Vehicles. This summary must include the number
 2893 of overweight vehicle instances expressed as a percentage of the total number of Collection Vehicle loads
 2894 transported during the reported Quarter.

2895 22.04.2.3 Non-Collection. The quarterly report must include a list of all Non-
 2896 Collection occurrences that took place during that Quarter. It must include the full list of Service Units that
 2897 experienced Non-Collection, indicate the date of and reason for each Non-Collection incident, and indicate
 2898 whether a Non-Collection Notice was issued, and in what format it was issued.

2899 22.04.2.4 On-hold Accounts. The quarterly report must include a list of each
 2900 Service Unit that was not billed in the previous Quarter, either due to a vacation hold or some other
 2901 circumstance.

2902 22.04.2.5 Collection Overage Charges. The quarterly report must include
 2903 each Service Unit incurring a charge for a Solid Waste Overage in the previous Quarter.

2904 22.04.2.6 Contamination Reporting. To the extent required by Applicable
 2905 Law, the quarterly report must include a summary of all instances of qualifying Contamination under the
 2906 procedures in Section 5.08. This summary must include the total number of accounts where Contamination
 2907 occurred, the total number of Contamination Violation Notices issued by Contractor to Service Recipients,
 2908 a tally of the number of accounts where such notices occurred, the total number of instances where
 2909 Collection Container size or Collection frequency was increased specifically due to Contamination, a tally
 2910 of the number of accounts that were charged Contamination fees, and a tally of the number of accounts for
 2911 which the Collection Container size or Collection frequency was increased specifically due to
 2912 Contamination. Within twenty (20) Workdays of request by City, Contractor will provide copies of the
 2913 Contamination Violation Notices and the digital documentation of Contamination. Lists of accounts to which
 2914 Contamination Violation Notices were issued, accounts that were charged Contamination fees, and/or
 2915 accounts for which the Collection Container size or Collection frequency was increased specifically due to
 2916 Contamination, shall be provided to City separately upon City request.

2917 22.04.2.7 Service Recipient Complaint Log. The quarterly report must
 2918 include the Service Recipient complaint log Collected from the previous Quarter.

2919 22.04.2.8 Reports to City on Customers discovered to be out of compliance
 2920 with the SB 1383 Regulations, including a tally of the number of Customers, the type of violation (including
 2921 not donating Edible Food, not providing Containers for Customer use, and other compliance violations) for
 2922 each customer, and actions taken to educate those Customers. Such reports shall be provided quarterly or
 2923 as required by City. A list of the Customers that were out of compliance, including the type of violation for
 2924 each Customer, actions taken to educate those Customers, and contact information for those customers
 2925 shall be provided to City separately upon City request.

2926 22.04.2.9 List of Programs Utilized. The quarterly report must include a list
 2927 of all the waste Diversion and reduction programs, as well as other Solid Waste Collections programs,
 2928 utilized by City residents, with the number of residents per program indicated when known. This report
 2929 should also include the number of Kitchen Food Waste Pails distributed to residents within the Quarter.

2930 22.04.2.10 Abandoned Waste Reporting. The quarterly report must include a
 2931 list of the times Contractor provided Abandoned Waste Removal Service to the City, including the dates,
 2932 the locations of each service, and the amount of material Collected during each incident.

2933 22.05 Annual Reporting.

2934 22.05.1 General. An annual report must be submitted no later than 5 p.m. PT on January
 2935 31, 2026, and each January 31st thereafter for the previous Calendar Year. If January 31st falls on a day that
 2936 City is closed, then the report will be due on the next Business Day. Annual reports must be submitted
 2937 electronically in software acceptable to the City. Failure to submit complete annual reporting by the due date
 2938 may result in assessment of Administrative Charges and Penalties as specified in Exhibit 5. Annual reports
 2939 to City must include:

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2940 22.05.1.1 Financial Statements. Contractor must make available for review
 2941 annual financial statements for the local operation. Statements need not be reviewed or audited statements.
 2942 Contractor shall make the financial statements available at their place of business or via an electronic portal.
 2943 City reserves the right to have a third party view these financial statements and draft findings as appropriate.
 2944 In each case that City enlists a third party to review the financial statements and draw up findings,
 2945 Contractor shall, upon request, reimburse the City up to ten thousand dollars (\$10,000) to defray the cost
 2946 of this review. This payment amount shall increase annually by the CPI Adjustment Calculation in Section
 2947 6.05. Costs associated with this Section would be considered allowable costs for rate-setting purposes.

2948 22.05.1.2 Annual Sustainability and Compliance Report. Contractor must
 2949 complete and submit data sections within their Sustainability and Compliance Plan to document education
 2950 and outreach conducted, public event participation, school visits, compliance notices mailed, site visits,
 2951 waste audits completed, information distributed, and media used, and community events hosted. This must
 2952 include public education activities undertaken during the year, including distribution of bill inserts, Collection
 2953 notification tags, community information and events, tours, and other activities related to the provision of
 2954 Collection Service, and must discuss the impact of these activities on Recycling program participation and
 2955 include amounts Collected from SFD, MFD, Commercial, and City Service Units. The report should include
 2956 a complete list of all non-exempt commercial accounts, which includes each non-exempt account’s status
 2957 as a “covered generator” under AB 341, AB 1826, and SB 1383; the date and status of Contractor’s
 2958 outreach efforts at each non-exempt account; and the current level of Recyclable Materials and Organic
 2959 Waste program participation at each non-exempt account.

2960 22.05.1.3 Solid Waste Data. The number of SFD, MFD, Commercial, and
 2961 City Service Units, and the number of Collection Containers distributed by size and Service Unit type.

2962 22.05.1.4 Waste Characterization Data. A breakdown of Solid Waste
 2963 (Garbage, Recyclable Materials, and Organic Waste) by material type as per CalRecycle material
 2964 classifications.

2965 22.05.1.5 Recyclable Materials Data. Gross tons Collected daily on average
 2966 by material type by route for SFD, MFD, Commercial, and City Recyclable Materials service, with map of
 2967 routes. The average participation rates by Quarter relative to the total number of Service Units by Service
 2968 Unit type Indicate number of Recyclable Materials Collection Containers distributed by size and Service
 2969 Unit type.

2970 22.05.1.6 Organic Waste Data. Include average daily gross tons Collected
 2971 by route, separated by Green Waste and Food Waste, with map of routes. Include the total number of
 2972 generators that receive each type of Organic Waste Collection Service provided by the Contractor. Indicate
 2973 average daily number of setouts by route. Indicate average participation rates relative to the total number
 2974 of Service Units in terms of weekly set-out counts. Indicate number of Organic Waste Collection Containers
 2975 distributed by size and Service Unit type.

2976 22.05.1.7 Customer Service Log. A copy of the customer service log,
 2977 including a summary of the type and number of complaints and their resolution. Include copies of a written
 2978 record of all calls related to missed pickups and responses to such calls.

2979 22.05.1.8 Customer Service Information Sheet. A copy of Contractor’s most
 2980 recent Customer Service Information Sheet (i.e., customer call center “cheat sheet”) for the City or the
 2981 equivalent information used by customer service representatives.

2982 22.05.1.9 Overweight Vehicle Data. A summary of all instances of
 2983 overweight Collection Vehicles. This summary must also include the number of overweight vehicle
 2984 instances as a percentage of the total number of Collection Vehicle loads transported during the Calendar
 2985 Year.

2986 22.05.1.10 Summary Narrative. A summary narrative of problems
 2987 encountered with Collection activities and actions taken. Indicate type and number of Non-Collection
 2988 Notices left at Service Recipient locations. Indicate instances of property damage or injury, significant
 2989 changes in operation, market factors, publicity conducted, and needs for publicity. Include description of
 2990 processed material loads rejected for sale, reason for rejection, and Disposition of load after rejection.

2991 22.05.1.11 Collection Container and Vehicle Inventory. An updated complete
 2992 inventory of Collection Containers by type and size, and an updated complete inventory of Collection
 2993 Vehicles, including for each vehicle: truck number, route number, date purchased, vehicle type, tare weight,
 2994 license plate number, fuel type, vehicle make and model, and vehicle safety records.

2995 22.05.1.12 Diversion Rate. Contractor must provide documentation
 2996 acceptable to City stating and supporting the Calendar Year’s Diversion Rate, as calculated in accordance
 2997 with the provisions of Article 8. Any tonnages Diverted and Disposed from large venues and events during
 2998 the reporting period will be counted towards the calculated Diversion rate.

2999 22.05.1.13 AB 341, AB 1826, and SB 1383 Compliance Data. Contractor
 3000 must report the total number of Commercial and MFD Service Units serviced, as well as the number of
 3001 Containers, Container sizes, and frequency of Collection for Garbage, Recyclable Materials, and Organic
 3002 Waste for each non-exempt Commercial and MFD Service Unit. Contractor must also provide the following
 3003 information separately for both AB 341 and AB 1826:

3004 22.05.1.14 The total number of non-exempt Commercial and MFD Service
 3005 Units that fall under the AB 341 or AB 1826 thresholds, and the total number of those non-exempt
 3006 Commercial and MFD Service Units that are not subscribed to Commercial or MFD Recyclable Materials
 3007 Collection Service or Commercial or MFD Organic Waste Collection Service.

3008 22.05.1.15 A summary of the type of follow-up outreach that was provided to
 3009 those non-exempt Commercial and MFD Service Units that are not subscribed to Commercial or MFD
 3010 Recyclable Materials Collection Service or Commercial or MFD Organic Waste Collection Service.

3011 22.05.1.16 Contractor shall provide proof of training records for Service
 3012 Recipient personnel, emergency procedures, Customer Service Courtesy, and how to recognize illicit
 3013 discharges and stormwater pollution sources.

3014 22.05.1.17 A list of all recommended waivers for that calendar year, including
 3015 copies of the waiver request form and other supporting documentation (may be provided electronically or
 3016 over a web page), in accordance with Section 20.07.

3017 22.05.1.18 A list of the Tier One and Tier Two generators, in accordance with
 3018 Section 20.11. (List may be secured from Sonoma County Waste Management Agency if Contractor is not
 3019 responsible for regularly maintaining the list.)

3020 22.05.1.19 For Route Reviews and Compliance Reviews:

3021 (i) The date the review was conducted.

3022 (ii) The name and title of each person conducting the review.

3023 (iii) A list of the account names and addresses covered by the review.

3024 (iv) For Route Reviews, a description of each Hauler Route reviewed, and a
 3025 general description of the Hauler Route area.

3026 (v) For Route Reviews, the aggregated results of such review (i.e., tallies of
 3027 addresses where Prohibited Container Contaminants were found, grouped by
 3028 waste stream type as well as by SFD Service Units, MFD Service Units, and
 3029 Commercial Service Units).

3030 (vi) For Compliance Reviews, the aggregated results of such review (i.e.,
 3031 Contractor's findings as to how many of the Customers reviewed are
 3032 subscribed for Organic Waste Collection service, have an applicable waiver,
 3033 or neither).

3034 (vii) Copies of any educational materials issued pursuant to such reviews.

3035 Lists of the addresses where Prohibited Container Contaminants were found during Route Reviews, paired
 3036 with any photographs taken at those addresses, and/or lists of the Customers found to be in and out of
 3037 compliance during Compliance Reviews, paired with any relevant evidence supporting such findings (e.g.,
 3038 account records), shall be provided to City separately upon City request.

3039 22.05.1.20 Documentation relating to observed Prohibited Container
 3040 Contaminants, whether observed during Route Reviews or otherwise:

3041 (i) Copies of the form of each notice issued to Customers for Prohibited Container
 3042 Contaminants, as well as, for each such form, a list of the Customers to which
 3043 such notice was issued, the date of issuance, the Customer's name and
 3044 service address, and the reason for issuance (if the form is used for multiple
 3045 reasons).

3046 (ii) The number of times notices were issued to Customers for Prohibited
 3047 Container Contaminants.

3048 (iii) The number of Containers where the contents were Disposed due to
 3049 observation of Prohibited Container Contaminants.

3050 22.06 Diversion Calculation and Data. By 5:00 p.m. PT on February 14 and annually thereafter
 3051 during the Term of this Agreement, Contractor must deliver to City, in the format specified by City, the
 3052 Calendar Year's Diversion Rate, as calculated in accordance with the provisions of Article 8. Any tonnages
 3053 Diverted and Disposed from large venues and events during the reporting period will be counted towards the
 3054 calculated Diversion rate.

3055 22.07 CalRecycle Reports. Contractor will provide reasonable assistance to City in preparing
 3056 annual reports to CalRecycle (the "Electronic Annual Report" or EAR), including but not limited to supplying
 3057 required data for preparation of the reports, and completing all required data input.

3058 22.07.1 Contractor shall maintain, in form and format satisfactory to the City, the Online
 3059 Waste Reporting System, an Implementation Record meeting the requirements of the SB 1383 Regulations
 3060 and CalRecycle. Contractor shall be responsible for requesting information from the City for City-related
 3061 activities, such as procurement and outreach and education, for maintenance of the Implementation Record.

3062 22.07.2 In the event that CalRecycle requires City to report an Implementation Schedule
 3063 and/or Corrective Action Plan to comply with AB 341, AB 1826, SB 1383, SB 1594, and/or other Applicable
 3064 Laws, Contractor will provide assistance to City in preparing a report, including Contractor's policies and
 3065 procedures related to compliance with AB 341, AB 1826, SB 1383, and/or other Applicable Laws and how
 3066 Recyclable Materials or Organic Waste are Collected; a description of the geographic area, routes, list of
 3067 addresses served, and a method for tracking Contamination; copies of route audits, copies of notice of
 3068 Contamination; copies of notices, violations, education, and enforcement actions issued; and copies of
 3069 educational materials, flyers, brochures, newsletters, website, and social media.

3070 22.08 Additional Reporting. Contractor must furnish City with any additional reports as may
 3071 reasonably be required, and such reports are to be prepared within a reasonable time following the reporting
 3072 period.

3073 22.09 Right to Inspect and Audit. Contractor must make all records or documents required to be
 3074 maintained pursuant to this Agreement available to the City for inspection or audit at any time during regular
 3075 business hours, upon written request by the Agreement Administrator, the City Attorney, City Auditor, City
 3076 Manager, or a designated representative of any of these officers. Copies of such documents will be provided
 3077 to City electronically, available to City for inspection at the local Contractor office, or available to City for
 3078 inspection at an alternate site as mutually agreed upon.

3079 22.10 Duty to Keep and Preserve Records. The Contractor shall keep and preserve, during the
 3080 Term of this Agreement, and for a period of not less than four (4) years following expiration or other
 3081 termination hereof or for any longer period required by law, full, complete, and accurate records as indicated
 3082 in the Agreement. Where City has reason to believe that records or documents may be lost or discarded in
 3083 the event of the dissolution, disbandment, or termination of Contractor's business, City may, by written
 3084 request or demand, require that custody of the records be given to City and that the records and documents
 3085 be maintained in City Hall. Access to such records and documents will be granted to any party authorized by
 3086 Contractor, Contractor's representatives, or Contractor's successor-in-interest. Refusal of Contractor to keep
 3087 and preserve any of the records required by this Section shall be deemed a material breach of this Agreement
 3088 and shall subject Contractor to all remedies, legal or equitable, which are available to City under this
 3089 Agreement or otherwise.

3090 22.11 Records Requests to City. Contractor acknowledges that City is legally obligated to comply
 3091 with the California Public Records Act ("CPRA") and legally issued subpoenas. City acknowledges that
 3092 Contractor may consider certain records, reports, or information contained therein ("Records") which
 3093 Contractor is required to provide to City under this Agreement to be of a confidential nature. In such instances,
 3094 Contractor will inform City in writing of which Records contain Confidential Information and shall identify the
 3095 statutory exceptions to disclosure provided under the CPRA or California law that legally permit non-
 3096 disclosure of the Records. At such time as City received a CPRA request, Federal Freedom of Information
 3097 Act ("FOIA") request, or a subpoena, City will notify Contractor of the request or subpoena and City's
 3098 obligation and intent to provide a response within ten (10) days of receipt. Contractor shall, within five (5)
 3099 days either: (i) consent in writing to the disclosure of the Records; or (ii) seek and obtain, at Contractor's sole
 3100 cost and expense, the order of a court of competent jurisdiction staying or enjoining the disclosure of the
 3101 Records. If the Contractor fails to act within the five (5) day window described above, the City may proceed
 3102 to disclose the requested records, including any Confidential Information, to the requestor or subpoenaing
 3103 party, in which event, Contractor agrees, waives, releases, and holds harmless City of any liability for the
 3104 disclosure of the Records. In the event Contractor seeks a court order to stay or enjoin the disclosure of the
 3105 Records, Contractor agrees to indemnify, defend, and hold harmless the City, its Council, elected and
 3106 appointed board or commission members, officers, employees, volunteers, and agents (collectively,
 3107 "Indemnitees") from and against any and all loss, liability, penalty, forfeiture, claim, demand, action,
 3108 proceeding, or suit in law or equity of any and every kind and description, whether judicial, quasi-judicial, or
 3109 administrative in nature, arising or resulting from or in any way connected with the subject CPRA request,
 3110 FOIA request, or subpoena for the Records. This indemnity obligation shall survive the expiration or
 3111 termination of this Agreement.

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3112 22.11.1 Review Costs. Upon receipt of Notice of a CPRA request or subpoena, Contractor
 3113 shall submit a payment to the City of **Ten Thousand Dollars (\$10,000)** to defray the City's costs to review
 3114 the CPRA request or subpoena. In the event the City's reasonable costs exceed that amount, Contractor
 3115 shall reimburse the City for any documented amount in excess. This payment amount shall increase annually
 3116 by the CPI Adjustment Calculation in Section 6.05.

3117 **Article 23. Nondiscrimination**

3118 23.01 Nondiscrimination. In the performance of all work and services under this Agreement,
 3119 Contractor may not discriminate against any person based on such person's race, sex, gender, gender
 3120 identity, color, national origin, religion, marital status, or sexual orientation. Contractor must comply with all
 3121 applicable local, State, and Federal laws and regulations regarding nondiscrimination, including those
 3122 prohibiting discrimination in employment.

3123 **Article 24. Service Inquiries and Complaints**

3124 24.01 Contractor's Customer Service. All service inquiries and complaints will be directed to
 3125 Contractor. A representative of Contractor must be available to receive the complaints during normal business
 3126 hours. Customer Service training shall include Service Recipient courtesy, shall prohibit the use of loud or
 3127 profane language, and shall instruct Collection crews to perform the work quietly. Contractor shall use its best
 3128 efforts to ensure that all employees present a neat appearance and conduct themselves in a courteous
 3129 manner. All service complaints will be handled by Contractor in a prompt and efficient manner. All cases must
 3130 be addressed and resolved within three (3) Workdays. In the case of a dispute between Contractor and a
 3131 Service Recipient, the matter will be reviewed, and a decision made, by the Agreement Administrator.

3132 24.01.1 Contractor will utilize the Customer Service Log to maintain a record of all inquiries
 3133 and complaints in a manner prescribed by City.

3134 24.01.2 For those complaints related to missed Collections, where Containers are properly
 3135 set out in a timely manner, that are received by 12:00 p.m. (noon) on a Workday, Contractor will return to
 3136 the Service Unit address and Collect the missed materials before leaving the Service Area for the day. For
 3137 those complaints related to missed Collections that are received after 12:00 p.m. (noon) on a Workday,
 3138 Contractor will have until the end of the following Workday to resolve the complaint. For those complaints
 3139 related to repair or replacement of Collection Containers, the appropriate Sections of this Agreement will
 3140 apply.

3141 24.01.3 Contractor agrees that it is in the best interest of City that all Garbage, Recyclable
 3142 Materials, and Organic Waste be Collected on the scheduled Collection day. Accordingly, missed Collections
 3143 will normally be Collected as set forth above regardless of the reason that the Collection was missed.
 3144 However, in the event a Service Recipient requests missed Collection service more than two (2) times in
 3145 any consecutive two (2) month period, the Agreement Administrator will work with Contractor to determine
 3146 an appropriate resolution to that situation. In the event Contractor believes any complaint to be without merit,

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3147 Contractor will notify the Agreement Administrator by email. The Agreement Administrator will investigate all
 3148 disputed complaints and render a decision.

3149 24.01.4 Contractor's service and emergency telephone numbers must be accessible by a
 3150 local phone number or toll-free number. The service telephone number(s) must be listed in the area's
 3151 telephone directories under Contractor's name in the White Pages, available through an online search, and
 3152 listed on the Contractor's website.

3153 24.02 Contractor shall record and catalog all Customer email addresses alongside Customer
 3154 names and mailing addresses, such that Contractor can more easily and quickly send out updates and
 3155 announcements as needed. Contractor shall cooperate with City to send out via email any service-related
 3156 updates and announcements City may deem necessary.

3157 **Article 25. Quality of Performance of Contractor**

3158 25.01 Intent. Contractor acknowledges and agrees that one of City's primary goals in entering
 3159 into this Agreement is to ensure that the Solid Waste Collection is of the highest caliber, that Service Recipient
 3160 satisfaction remains at the highest level, that maximum Diversion levels are achieved, and that materials
 3161 Collected are put to the highest and best use to the maximum extent possible.

3162 25.02 Administrative Charges and Penalties. Quality performance by the Contractor is of primary
 3163 importance. In acknowledgement of this, Contractor agrees to pay City Administrative Charges and Penalties
 3164 as detailed in Exhibit 5 should Contractor fail to meet its responsibilities under this Agreement. Should
 3165 Contractor be in breach of the requirements set forth in this Agreement, it is mutually understood and agreed
 3166 that the public will necessarily suffer damages and that such damages, from the nature of the default in
 3167 performance, will be extremely difficult and impractical to fix. City finds, and the Contractor agrees, that as of
 3168 the time of the execution of this Agreement, it is impractical, if not impossible, to reasonably ascertain the
 3169 extent of damages which will be incurred by City as a result of a breach by Contractor of its obligations under
 3170 this Agreement. The factors relating to the impracticability of ascertaining damages include, but are not limited
 3171 to, the fact that: (i) substantial damage results to members of the public who are denied services or denied
 3172 quality or reliable service; (ii) such breaches cause inconvenience, anxiety, frustration, and deprivation of the
 3173 benefits of this Agreement to individual members of the general public for whose benefit this Agreement
 3174 exists, in subjective ways and in varying degrees of intensity which are incapable of measurement in precise
 3175 monetary terms; (iii) services might be available at substantially lower costs than alternative services, and the
 3176 monetary loss resulting from denial of services or denial of quality or reliable services is impossible to
 3177 calculate in precise monetary terms; and (iv) the termination of this Agreement for such breaches, and other
 3178 remedies are, at best, a means of future correction and not remedies which make the public whole for past
 3179 breaches.

3180 25.03 Procedure for Review of Administrative Charges. The Agreement Administrator may
 3181 assess Administrative Charges and Penalties as specified in Exhibit 5 pursuant to this Agreement quarterly.
 3182 At the end of each Quarter during the Term of this Agreement, the Agreement Administrator will issue a

3183 written notice to Contractor (“Notice of Assessment”) of the Administrative Charges and Penalties assessed
3184 and the basis for each assessment.

3185 25.03.1 The assessment will become final unless, within ten (10) calendar days of the date
3186 of the notice of assessment, Contractor provides a written request for a meeting with the City Manager to
3187 present evidence that the assessment should not be made.

3188 25.03.2 The Agreement Administrator will schedule a meeting between Contractor and the
3189 City Manager as soon as reasonably possible after timely receipt of Contractor’s request.

3190 25.03.3 The City Manager will review Contractor’s evidence and render a decision
3191 sustaining or reversing the Administrative Charges and Penalties as soon as reasonably possible after the
3192 meeting. Written notice of the decision will be final, subject to Contractor’s right to arbitration pursuant to
3193 Section 31.01.

3194 25.03.4 City’s assessment or collection of Administrative Charges and Penalties will not
3195 prevent City from exercising any other right or remedy, including the right to terminate this Agreement, for
3196 Contractor’s failure to perform the work and services in the manner set forth in this Agreement.

3197 25.04 Uncontrollable Circumstances.

3198 25.04.1 If either party is prevented from or delayed in performing its duties or obligations
3199 under this Agreement by circumstances beyond its control, whether or not foreseeable, including, without
3200 limitation, acts of terrorism, landslides, lightning, forest fires, storms, floods, severe weather, freezing,
3201 earthquakes, other natural or man-made disasters, the threat of such natural or man-made disasters,
3202 pandemics (or threat of same), quarantines, civil disturbances, acts of the public enemy, wars, blockades,
3203 public riots, strikes, lockouts or other labor disturbances, acts of government or governmental restraint, or
3204 other causes, whether of the kind enumerated or otherwise, that are not reasonably within the control of the
3205 affected party, then the affected party will be excused from performance hereunder during the period of such
3206 disability.

3207 25.04.2 The party claiming excuse from performance must promptly notify the other party
3208 when it learns of the existence of such cause, including the facts constituting such cause, and when such
3209 cause has terminated.

3210 25.04.3 The interruption or discontinuance of services by a party caused by circumstances
3211 outside of its control will not constitute a default under this Agreement.

3212 **Article 26. Performance Bond**

3213 26.01 Performance Bond. Within ten (10) Business Days from the date the City Council approves
3214 this Agreement, Contractor must furnish to City, and keep current, a performance bond, or irrevocable letter
3215 of credit (hereinafter collectively “Performance Bond”), issued or drawn upon a surety, bank, or financial

3216 institution reasonably acceptable to City and in a form acceptable to the City Attorney, for the faithful
3217 performance of this Agreement and all obligations arising hereunder in an amount as follows:

3218 26.01.1 From July 1, 2025, and so long as this Agreement or any extension thereof remains
3219 in force, Contractor must maintain a performance bond in the amount of one million dollars (\$1,000,000).

3220 26.01.1.1 The performance bond must be executed by a surety company
3221 licensed to do business in the State of California; having an "A-" or better rating by A. M. Best or Standard
3222 and Poor's; and included on the list of surety companies approved by the Treasurer of the United States.

3223 26.01.1.2 In the event City draws on the bond, all of City's costs of collection
3224 and enforcement of the Bond, including reasonable attorney's fees and costs, must be paid by Contractor.

3225 26.01.1.3 The Performance Bond must be renewed annually for the entire
3226 Term of the Agreement, and evidence must be provided to City annually.

3227 26.01.1.4 In the event Contractor shall for any reason (except as otherwise
3228 provided in this Agreement) become unable, or fail in any way, to perform as required by this Agreement,
3229 City may declare a portion or all of the Performance Bond, as may be necessary to recompense and make
3230 whole the City, forfeited to the City. Upon partial or full forfeiture of the Performance Bond, Contractor shall
3231 restore the Performance Bond to its original amount within thirty (30) days of the City's notice to do so.
3232 Failure to restore the Performance to its full amount within thirty (30) days shall be a material breach of this
3233 Agreement.

3234 **Article 27. Insurance**

3235 27.01 Insurance Policies. Contractor must secure and maintain, throughout the Term of this
3236 Agreement, insurance against claims for injuries to persons or damages to property which may arise from or
3237 in connection with Contractor's performance of work or services under this Contract. Contractor's
3238 performance of work or services includes performance by Contractor's employees, agents, representatives,
3239 and Subcontractors.

3240 27.02 Minimum Insurance Requirements.

3241 27.02.1 General Liability Insurance. Contractor shall maintain commercial general liability
3242 insurance with coverage at least as broad as Insurance Services Office Form CG 00 01, in an amount not
3243 less than \$5,000,000 per occurrence, \$10,000,000 general aggregate, for bodily injury, personal injury, and
3244 property damage. The policy must include contractual liability that has not been amended. Any endorsement
3245 restricting standard ISO "insured contract" language will not be accepted.

3246 27.02.2 Automobile Liability Insurance. Contractor shall maintain automobile insurance at
3247 least as broad as Insurance Services Office Form CA 00 01, covering bodily injury and property damages
3248 for all activities of the Contractor arising out of or in connection with Work to be performed under this
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3249 Agreement, including any owned, hired, non-owned, or rented vehicles, in an amount not less than
 3250 \$10,000,000 combined single limit for each accident.

3251 27.02.3 Umbrella or Excess Liability Insurance. Contractor shall obtain and maintain an
 3252 umbrella liability insurance policy with limits that will provide bodily injury, personal injury, and property
 3253 damage liability coverage, including commercial general liability, automobile liability, and employer's liability.
 3254 Such policy or policies shall include the following terms and conditions:

- 3255 • A drop-down feature requiring the policy to respond if any primary insurance that
 3256 would otherwise have applied proves to be uncollectible in whole or in part for any
 3257 reason, other than bankruptcy or insolvency of said primary insurer.
- 3258 • "Pay on behalf of" as opposed to "reimbursement".
- 3259 • Concurrency of effective dates with primary policies.

3260 Should Contractor obtain and maintain an excess liability policy, such policy shall be excess over
 3261 commercial general liability, automobile liability, and employer's liability policies. Such policy or policies
 3262 shall include wording that the excess liability policy follows the terms and conditions of the underlying
 3263 policies.

3264 27.02.4 Workers' Compensation and Employers Liability. Contractor shall obtain and
 3265 maintain Workers' Compensation insurance with limits as required by the California Labor Code, and
 3266 Employers Liability insurance with limits of \$5,000,000 per accident. Contractor shall submit to City, along
 3267 with the certificate of insurance, a Waiver of Subrogation endorsement in favor of Agency, its officers, agents,
 3268 employees, and volunteers.

3269 27.02.5 Environmental Pollution Liability. Pollution legal liability insurance coverage shall be
 3270 in an amount no less than Ten Million Dollars (\$10,000,000) per claim and in the aggregate. Coverage shall
 3271 be extended a minimum of three (3) years beyond the Term of the Agreement, and such insurance shall
 3272 contain all standard extensions customary for such policy and shall cover prior acts.

3273 27.02.6 Cyber Liability Insurance. Contractor shall maintain either an endorsement to its
 3274 general liability policy, or a separate policy of insurance covering cyber liability. Said coverage shall be in
 3275 the amount of not less than Five Million Dollars (\$5,000,000) per occurrence and Ten Million Dollars
 3276 (\$10,000,000) in the aggregate.

3277 27.03 Insurance Provisions/Requirements.

3278 27.03.1 Additional Insured Status. General liability, automobile liability, and umbrella/excess
 3279 liability insurance policies shall provide or be endorsed to provide that City and its officers, officials,
 3280 employees, agents, and volunteers shall be additional insureds under such policies.

3281 27.03.2 Requirements Not Limiting. Requirements of specific coverage features or limits
 3282 contained in this Section are not intended as a limitation on coverage, limits, or other requirements, or a
 3283 waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature
 3284 is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured
 3285 to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Contractor maintains
 3286 higher limits than the minimum shown above, the City requires and shall be entitled to coverage for the
 3287 higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified
 3288 minimum limits of insurance and coverage shall be available to the City.

3289 27.03.3 Self-Insured Retentions. Any self-insured retentions must be declared to and
 3290 approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or
 3291 replaced by a deductible, or require proof of ability to pay losses and related investigations, claim
 3292 administration, and defense expenses within the retention through confirmation from the underwriter.

3293 27.03.4 Primary/Non-Contributing. Coverage provided by Contractor shall be primary, and
 3294 any insurance or self-insurance procured or maintained by City shall not be required to contribute with it.
 3295 The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess
 3296 insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such
 3297 coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's
 3298 own insurance or self-insurance shall be called upon to protect it as a named insured.

3299 27.03.5 Proof of Insurance. Contractor shall provide certificates of insurance and required
 3300 endorsements to City as evidence of the insurance coverage required herein. Insurance certificates and
 3301 endorsements must be approved by City's Risk Manager prior to commencement of performance. Current
 3302 certification of insurance shall be kept on file with City for the Agreement period and any additional length of
 3303 time required thereafter. City reserves the right to require complete, certified copies of all required insurance
 3304 policies at any time.

3305 27.03.6 Duration of Coverage. Contractor shall procure and maintain for the Agreement
 3306 period, and any additional length of time required thereafter, insurance against claims for injuries to persons
 3307 or damages to property, or financial loss which may arise from or in connection with the performance of the
 3308 Work hereunder by Contractor, their agents, representatives, employees, or Subcontractors.

3309 27.03.7 City's Rights of Enforcement. In the event any policy of insurance required under
 3310 this Agreement does not comply with these specifications or is canceled and not replaced, City has the right
 3311 but not the duty to obtain the insurance it deems necessary, and any premium paid by City will be promptly
 3312 reimbursed by Contractor or City will withhold amounts sufficient to pay premium from Contractor payments.
 3313 In the alternative, City may cancel this Agreement.

3314 27.03.8 Acceptable Insurers. All insurance policies shall be issued by an insurance
 3315 company that is currently authorized by the Insurance Commissioner to transact business of insurance or
 3316 that is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders'

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3317 Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition
 3318 of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

3319 27.03.9 Waiver of Subrogation. All insurance coverage maintained or procured pursuant to
 3320 this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents,
 3321 officials, employees, and volunteers, or shall specifically allow Contractor or others providing insurance
 3322 evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor
 3323 hereby waives its own right of recovery against City and shall require similar written express waivers and
 3324 insurance clauses from each of its Subcontractors.

3325 27.03.10 Enforcement of Contract Provisions (Non-Estoppel). Contractor acknowledges
 3326 and agrees that any actual or alleged failure on the part of the City to inform Contractor of non-compliance
 3327 with any requirement imposes no additional obligations on the City, nor does it waive any rights hereunder.

3328 27.03.11 Notice of Cancellation. Contractor agrees to oblige its insurance agent or broker
 3329 and insurers to provide the City with a thirty (30) day notice of cancellation (except for nonpayment for which
 3330 a ten (10) day notice is required) or nonrenewal of coverage for each required coverage. If any of the
 3331 Contractor's insurers are unwilling to provide such notice, then Contractor shall have the responsibility of
 3332 notifying the City immediately in the event of Contractor's failure to renew any of the required insurance
 3333 coverages or in the event of insurer's cancellation or non-renewal.

3334 27.03.12 Prohibition of Undisclosed Coverage Limitations. None of the coverages required
 3335 herein will be in compliance with these requirements if they include any limiting endorsement of any kind
 3336 that has not been first submitted to City and approved of by the City in writing.

3337 27.03.13 Separation of Insureds. A severability of interests provision must apply for all
 3338 additional insureds, ensuring that Contractor's insurance shall apply separately to each insured against
 3339 whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies)
 3340 shall not contain any cross-liability exclusions.

3341 27.03.14 Pass-Through Clause. Contractor agrees to ensure that its Subcontractors provide
 3342 the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to
 3343 monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is
 3344 provided in conformity with the requirements of this Section. However, in the event Contractor's
 3345 Subcontractor cannot comply with this requirement, which proof must be submitted to the City, Contractor
 3346 shall be required to ensure that its Subcontractor provide and maintain insurance coverage and
 3347 endorsements sufficient to the specific risk of exposure involved with Subcontractor's scope of work and
 3348 services, with limits less than required of the Contractor, but in all other terms consistent with the Contractor's
 3349 requirements under this Agreement. This provision does not relieve the Contractor of its contractual
 3350 obligations under this Agreement and/or limit its liability to the amount of insurance coverage provided by its
 3351 Subcontractors. This provision is intended solely to provide Contractor with the ability to utilize a
 3352 Subcontractor who may be otherwise qualified to perform the work or services but may not carry the same

3353 insurance limits as required of the Contractor under this Agreement given the limited scope of work or
 3354 services provided by the Subcontractor. Contractor agrees that upon request, all agreements with
 3355 Subcontractors, and others engaged in the project, will be submitted to City for review.

3356 27.03.15 City's Rights to Revise Specifications. The City reserves the right at any time
 3357 during the Term of the Agreement to change the amounts and types of insurance required by giving the
 3358 Contractor ninety (90) days advance written notice of such change. If such change results in substantial
 3359 additional cost to the Contractor, Contractor will be entitled to a corresponding increase in Maximum Service
 3360 Rates.

3361 27.03.16 Timely Notice of Claims. Contractor shall give City prompt and timely notice of
 3362 claims made or suits instituted that arise out of or result from Contractor's performance under this
 3363 Agreement, and that involve or may involve coverage under any of the required liability policies.

3364 27.03.17 Additional Insurance. Contractor shall also procure and maintain, at its own cost
 3365 and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper
 3366 protection and prosecution of the Work.

3367 Proof of insurance must be emailed to the Agreement Administrator, and must also be mailed to the
 3368 following address, or any subsequent address as may be directed by the City.

3369 City of Sebastopol
 3370 City Manager's Office
 3371 7120 Bodega Avenue
 3372 Sebastopol, CA 95472

3373 27.04 Subcontractors. Contractor must include all Subcontractors performing services in the City
 3374 as insureds under its policies, or Subcontractors must obtain separate certificates and endorsements.

3375 27.05 Modification of Insurance Requirements. The insurance requirements provided in this
 3376 Agreement may be modified or waived by City's risk manager, in writing, upon the request of Contractor, if
 3377 City's risk manager determines such modification or waiver is in the best interest of City, considering all
 3378 relevant factors, including exposure to City.

3379 27.06 Rights of Subrogation. All required insurance policies must preclude any insurer's rights of
 3380 recovery or subrogation against City with respect to matters related to Contractor's performance of its
 3381 obligations under the applicable policies or this Agreement, with the express intention of the parties being
 3382 that the required insurance coverage protects both parties as the primary coverage for any and all losses
 3383 covered by the above-described insurance. Contractor must ensure that any companies issuing insurance to
 3384 cover the requirements contained in this Agreement agree that they will have no recourse against City for
 3385 payment or assessments in any form on any policy of insurance. The clauses 'Other Insurance Provisions'
 3386 and 'Insured Duties in the Event of an Occurrence, Claim or Suit' as it appears in any policy of insurance in
 3387 which City is named as an additional insured will not apply to City.

3388 27.07 Failure to maintain insurance. Should Contractor fail to obtain or maintain insurance as
3389 required by this Agreement, Contractor shall have seven (7) days to cure the defect, during which time
3390 City shall have the option, but not the obligation to, at Contractor's sole expense: (i) hire replacement waste
3391 hauler services to perform Contractor's tasks until insurance coverage is resumed; or (ii) obtain replacement
3392 insurance coverage during said cure period. Should Contractor fail to correct this defect, City shall have the
3393 option to terminate this Agreement immediately.

3394 27.08 Required Endorsements.

3395 27.08.1 The Workers' Compensation policy shall contain an endorsement in substantially
3396 the following form:

3397 1. "Thirty (30) days' prior written notice shall be given to the City of Sebastopol in the event
3398 of cancellation, reduction in coverage, or non-renewal of this policy. Such notice shall
3399 be sent to:

3400 City Manager
3401 City of Sebastopol
3402 7120 Bodega Avenue
3403 Sebastopol, CA 95472

3404 27.08.2 The Commercial General Liability Business and Automobile Liability policies shall
3405 contain endorsements in substantially the following form:

3406 1. "Thirty (30) days' prior written notice shall be given to the City of Sebastopol in the event
3407 of cancellation, reduction in coverage, or non-renewal of this policy. Such notice shall
3408 be sent to:

3409 City Manager
3410 City of Sebastopol
3411 7120 Bodega Avenue
3412 Sebastopol, CA 95472"

3413 2. "This policy shall be considered primary insurance as respects any other valid and
3414 collectible insurance maintained by the City of Sebastopol, including any self-insured
3415 retention or program of self-insurance, and any other such insurance shall be
3416 considered excess insurance only."

3417 3. "Inclusion of the City of Sebastopol as an insured shall not affect the City's rights as
3418 respects any claim, demand, suit or judgment brought or recovered against the
3419 Contractor. This policy shall protect Contractor and the City in the same manner as
3420 though a separate policy had been issued to each, but this shall not operate to increase
3421 the Contractor's liability as set forth in the policy beyond the amount shown or to which
3422 the Contractor would have been liable if only one party had been named as an insured."

3423

Article 28. Hold Harmless and Indemnification

3424 28.01 Defense and Indemnity for Contractor's Liabilities and Damages. Contractor shall
 3425 indemnify, defend with counsel approved by the City, and hold City, its elected and appointed officials,
 3426 officers, agents, employees, and volunteers (collectively "City Indemnitees") harmless from and against any
 3427 and all of Contractor's liabilities, including but not limited to all claims, demands, lawsuits, judgments,
 3428 damages, losses, injuries, expenses, and/or costs (including without limitation reasonable legal counsel fees,
 3429 expert fees, and all other costs and fees of litigation) of every nature arising out of, brought, or claimed against
 3430 Contractor by, or otherwise owed by Contractor to, Contractor's employees, Contractor's contractors or
 3431 Subcontractors, or the owners of Contractor's firm.

3432 28.02 Defense and Indemnity of Third-Party Claims/Liability. Contractor shall indemnify, defend
 3433 with legal counsel approved by City, and hold harmless City Indemnitees from and against any and all
 3434 liabilities, including but not limited to all claims, demands, lawsuits, judgments, damages, losses, injuries,
 3435 expenses, and/or costs (including without limitation reasonable legal counsel fees, expert fees, and all other
 3436 costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of
 3437 work hereunder or its failure to comply with any of its obligations contained in the Agreement, except to the
 3438 extent such loss or damage is caused by the gross negligence or willful misconduct of City. Should conflict of
 3439 interest principles preclude a single legal counsel from representing both City and Contractor, or should City
 3440 otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse City its costs of
 3441 defense, including without limitation reasonable legal counsel fees, expert fees, and all other costs and fees
 3442 of litigation. The Contractor shall promptly pay City any final judgment rendered against City (and its officers,
 3443 officials, employees, and volunteers) with respect to any liabilities or claims covered by this Section. It is
 3444 expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as
 3445 is permitted by the law of the State of California and will survive termination of this Agreement.

3446 28.02.1 Contractor's obligations under this Section apply regardless of whether or not such
 3447 claim, charge, damage, demand, lawsuit, action, proceeding, damage, loss, injury, stop notice, expense,
 3448 cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an
 3449 Indemnatee. However, without affecting the rights of City under any provision of this Agreement, Contractor
 3450 shall not be required to indemnify and hold harmless any City Indemnatee for liability attributable to the gross
 3451 negligence or willful misconduct of City, provided such gross negligence or willful misconduct is determined
 3452 by agreement between the parties or by findings of a court of competent jurisdiction. In instances where City
 3453 is shown to have acted with gross negligence or willful misconduct and where such action accounts for only
 3454 a percentage of the liability involved, the obligation of the Contractor will be for that entire portion or
 3455 percentage of liability not attributable to the gross negligence or willful misconduct of City.

3456 28.03 Nonwaiver. City does not waive, nor shall be deemed to have waived, any indemnity,
 3457 defense or hold harmless rights under this Section because of the acceptance by City, or the deposit with
 3458 City, of any insurance certificates or policies described in Article 27.

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3459 28.04 Diversion Indemnification. Subject to the requirements of Public Resources Code Section
 3460 40059.1, which will control in the event of any conflict with the provisions of this Section, Contractor agrees
 3461 to protect and defend City Indemnitees with counsel selected by Contractor and approved by City, to pay all
 3462 attorneys' fees, and to indemnify, defend, and hold City Indemnitees harmless from and against all fines or
 3463 penalties imposed by the California Integrated Waste Management Board if the Diversion requirements
 3464 specified in California Public Resources Code Section 41780, as it may be amended, are not met by City with
 3465 respect to the Materials Collected by Contractor and if the lack in meeting such goals is attributable to the
 3466 failure of Contractor to implement and operate the Recycling or Diversion programs or undertake the related
 3467 activities required by this Agreement. In the event CalRecycle provides an administrative process to challenge
 3468 the imposition of a compliance order or a fine or fines, Contractor will be responsible for engaging any
 3469 consultants or attorneys necessary to represent City in any challenge. Contractor will be responsible for the
 3470 retention of and payment to any consultants engaged to perform waste generation studies (Diversion and
 3471 Disposal). All consultants and attorneys engaged hereunder are subject to the agreement of City and
 3472 Contractor.

3473 28.05 Hazardous Substances Indemnification. Contractor agrees to indemnify, defend (with
 3474 counsel reasonably approved by City), protect, and hold harmless the City Indemnitees from and against any
 3475 and all claims of any kind whatsoever paid, suffered, or incurred by or against the City Indemnitees resulting
 3476 from any repair, clean-up, removal action, or response action undertaken pursuant to CERCLA, the Health &
 3477 Safety Code, or other similar Federal, State, or local law or regulation, with respect to Solid Waste or
 3478 Household Hazardous Waste Collected and Disposed of by Contractor. The foregoing indemnity is intended
 3479 to operate as an agreement pursuant to Section 10(e) of CERCLA and Section 25364 of the Health & Safety
 3480 Code to defend, protect, hold harmless, and indemnify the City Indemnitees from all forms of liability under
 3481 CERCLA, the Health & Safety Code, or other similar Federal, State, or local law or regulation.

3482 28.06 Proposition 218 Release. City intends to comply with all Applicable Law concerning the
 3483 Maximum Service Rates provided under this Agreement. Upon thorough analysis, the parties have made a
 3484 good faith determination that the Maximum Service Rates for the Solid Waste Collection provided under this
 3485 Agreement are not subject to California Constitution Articles XIIC and XIID because, among other reasons,
 3486 such services are provided by a private contractor and not by City, Contractor independently establishes the
 3487 rates for services within the limits established in this Agreement, the receipt of services is voluntary and not
 3488 required of any property within City, and any owner or Service Recipient of property within City has the
 3489 opportunity to avoid the services available under this Agreement either through Self-Hauling or use of property
 3490 in such a manner that Solid Waste is not generated. Accordingly, in the event that a third party challenges
 3491 the Maximum Service Rates as being in violation of Article XIIC or XIID of the California Constitution, or
 3492 otherwise asserts that the Maximum Service Rates are an invalid tax, assessment, or fee, Contractor agrees,
 3493 subject to Section 6.12, to waive, release, and hold harmless the City Indemnitees from and against any and
 3494 all claims Contractor may have against the City Indemnitees resulting therefrom, and to indemnify and defend
 3495 City indemnitees, with legal counsel reasonably acceptable to City, from any third-party claim, suit, or other
 3496 action, whether administrative, legal, or equitable, challenging the Maximum Service Rates authorized under
 3497 this Agreement or as being in violation of Article XIIC or XIID of the California Constitution, or otherwise

3498 asserting that the Maximum Service Rate are an invalid tax, assessment, or fee. This Section will survive the
 3499 expiration or termination of this Agreement for claims arising prior to the expiration or termination of this
 3500 Agreement.

3501 28.07 Employment & Labor Practices. Contractor shall indemnify, defend, and hold harmless City
 3502 Indemnitees, from any and all liability, damages, claims, costs, and expenses of any nature to the extent
 3503 arising from Contractor's personnel and labor practices, including failure to pay and comply with state or
 3504 federal prevailing wage laws which should such be applicable to Contractor's personnel or labor practices or
 3505 to one or more of the services it provides pursuant to the Agreement. All duties of Contractor under this
 3506 paragraph shall survive termination of this Agreement.

3507 28.08 Consideration. It is specifically understood and agreed that the consideration inuring to
 3508 Contractor for the execution of this Agreement consists of the promises, payments, covenants, rights, and
 3509 responsibilities contained in this Agreement.

3510 28.09 Obligation. This Agreement obligates Contractor to comply with the foregoing
 3511 indemnification and release provisions; however, the collateral obligation of providing insurance must also be
 3512 complied with as set forth in this Agreement. The provision of insurance and the coverage limits therein shall
 3513 not in any way be a limitation on Contractor's indemnification and defense obligations.

3514 28.10 Subcontractors. Contractor must require all Subcontractors performing work in the City to
 3515 enter into a contract containing the provisions set forth in Article 27, and in which contract the Subcontractor
 3516 fully indemnifies City in accordance with this Agreement.

3517 28.11 Exception. Notwithstanding other provisions of this Agreement, Contractor's obligation to
 3518 indemnify, hold harmless, and defend City, its officers, and its employees will not extend to any loss, liability,
 3519 penalty, damage, action, or suit arising or resulting solely from acts constituting active negligence, willful
 3520 misconduct, or violation of law on the part of City, its officers, or its employees.

3521 28.12 Damage by Contractor. If Contractor's employees or Subcontractors cause any injury,
 3522 damage, or loss to City property, including but not limited to City streets or curbs, excluding normal wear and
 3523 tear, Contractor must reimburse City for City's cost of repairing or replacing such injury, damage, or loss.
 3524 Such reimbursement is not in derogation of any right of City to be indemnified by Contractor for any such
 3525 injury, damage, or loss. With the prior written approval of City, Contractor may repair the damage at
 3526 Contractor's sole cost and expense. Any injury, damage, or loss to private property caused by the negligent
 3527 or willful acts or omissions of Contractor to private property must be repaired or replaced by Contractor at
 3528 Contractor's sole expense. Disputes between Contractor and its Service Recipients or private property
 3529 owners as to damage to private property are civil matters, and complaints of damage will be referred to
 3530 Contractor as a matter within its sole responsibility and as a matter within the scope of this Article.

3531

Article 29. Default of Agreement

3532 29.01 Termination. City may cancel this Agreement, except as otherwise provided below in this
 3533 Section, by giving Contractor thirty (30) calendar days advance written notice, to be served as provided in
 3534 this Agreement, upon the happening of any one of the following events:

3535 29.01.1 Contractor takes the benefit of any present or future insolvency statute; makes a
 3536 general assignment for the benefit of creditors; files a voluntary petition in bankruptcy (court); files a petition
 3537 or answer seeking an arrangement for its reorganization or the readjustment of its indebtedness under the
 3538 Federal bankruptcy laws or under any other law or statute of the United States or any State thereof; or
 3539 consents to the appointment of a receiver, trustee or liquidator of all or substantially all of its property; or

3540 29.01.2 By order or decree of a court, Contractor is adjudged bankrupt or an order is made
 3541 approving a petition filed by any of its creditors or by any of the stockholders of Contractor, seeking its
 3542 reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any law
 3543 or statute of the United States or of any State thereof, provided that if any such judgment or order is stayed
 3544 or vacated within sixty (60) calendar days after the entry thereof, any notice of default will be and become
 3545 null, void, and of no effect, unless such stayed judgment or order is reinstated, in which case such default
 3546 will be deemed immediate; or

3547 29.01.3 By, pursuant to, or under the authority of any legislative act, resolution, or rule or
 3548 any order or decree of any court or governmental board, agency, or officer having jurisdiction, a receiver,
 3549 trustee, or liquidator takes possession or control of all or substantially all of the property of Contractor, and
 3550 such possession or control continues in effect for a period of sixty (60) calendar days; or

3551 29.01.4 Contractor has defaulted, by failing or refusing to pay in a timely manner the
 3552 Administrative Charges and Penalties or any other fees and monies due City under this Agreement, and
 3553 such default is not cured within thirty (30) calendar days of receipt of written notice by City to do so; or

3554 29.01.5 Contractor has defaulted by allowing any final judgment for the payment of money
 3555 owed to City to stand against it unsatisfied and such default is not cured within thirty (30) calendar days of
 3556 receipt of written notice by City to do so; or

3557 29.01.6 In the event that the monies due City is the subject of arbitration or a judicial
 3558 proceeding, Contractor will not be in default if the sum of money is bonded. All bonds must be in the form
 3559 acceptable to the City Attorney; or

3560 29.01.7 Contractor has defaulted, by failing or refusing to perform or observe any of the
 3561 terms, conditions, or covenants in this Agreement, including, but not limited to, the maintenance of a
 3562 performance bond in accordance with Article 26, or has wrongfully failed or refused to comply with the
 3563 instructions of the Agreement Administrator relative thereto and consistent with the terms of this Agreement,
 3564 and such default is not cured within thirty (30) calendar days of receipt of written notice by City to do so, or

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3565 if by reason of the nature of such default, the same cannot be remedied within thirty (30) calendar days
 3566 following receipt by Contractor of written demand from City to do so, Contractor fails to commence the
 3567 remedy of such default within such thirty (30) calendar days following such written notice or having so
 3568 commenced fails thereafter to continue with diligence the curing thereof (with Contractor having the burden
 3569 of proof to demonstrate (a) that the default cannot be cured within thirty (30) calendar days, and (b) that it is
 3570 proceeding with diligence to cure such default, and such default will be cured within a reasonable period of
 3571 time). However, notwithstanding anything contained herein to the contrary, for the failure of Contractor to
 3572 provide Solid Waste Collection for a period of three (3) consecutive Workdays, City may secure Contractor's
 3573 records on the fourth (4th) Workday in order to provide interim Solid Waste Collection until such time as the
 3574 matter is resolved and Contractor is again able to perform pursuant to this Agreement; provided, however,
 3575 if Contractor is unable for any reason or cause to resume performance at the end of thirty (30) calendar
 3576 days, all liability of City under this Agreement to Contractor will cease and this Agreement may be terminated
 3577 by City.

3578 29.02 Violations. Notwithstanding the foregoing and as supplemental and additional means of
 3579 termination of this Agreement under this Article, in the event that Contractor's record of performance shows
 3580 that Contractor has defaulted in the performance of any of the covenants and conditions required herein to
 3581 be kept and performed by Contractor three (3) or more times in any twenty-four (24) month period, and
 3582 regardless of whether the Contractor has corrected each individual condition of default, Contractor will be
 3583 deemed a "habitual violator", will be deemed to have waived the right to any further notice or grace period to
 3584 correct, and all such defaults will be considered cumulative and collectively will constitute a condition of
 3585 irredeemable default. City may thereupon issue Contractor a final warning citing the circumstances under
 3586 which Contractor has become a "habitual violator" pursuant to this Section, and any single default by
 3587 Contractor of whatever nature, subsequent to the occurrence of the last of such cumulative defaults, will be
 3588 grounds for immediate termination of the Agreement. In the event of any such subsequent default, City may
 3589 terminate this Agreement upon giving of written final notice to Contractor, such cancellation to be effective
 3590 upon the date specified in City's written notice to Contractor, and all contractual fees due hereunder plus any
 3591 and all charges and interest will be payable to such date, and Contractor will have no further rights hereunder.
 3592 Immediately upon the specified date in such final notice, Contractor must cease any further performance
 3593 under this Agreement.

3594 29.03 Effective Date of Termination. In the event of any of the events specified above, and except
 3595 as otherwise provided in such subsections, termination will be effective upon the date specified in City's
 3596 written notice to Contractor, and upon such date this Agreement will be deemed immediately terminated and
 3597 upon such termination, except for payment of services rendered up to and including the date of termination,
 3598 all liability of City under this Agreement to Contractor will cease, and City will have the right to call the
 3599 performance bond and will be free to negotiate with other contractors for the operation of interim and long-
 3600 term Collection Service. Contractor must reimburse City for all direct and indirect costs of providing any interim
 3601 Solid Waste Collection as a result of Contractor's default in this Agreement.

3602 29.04 Termination Cumulative. City's right to terminate this Agreement is cumulative to any other
3603 rights and remedies provided by law or by this Agreement.

3604 29.05 Alternative Service. Should Contractor, for any reason, except the occurrence or existence
3605 of any of the events or conditions set forth in Section 25.04 (Uncontrollable Circumstances), refuse or be
3606 unable for a period of more than forty-eight (48) hours to Collect a material portion or all of the Solid Waste
3607 which it is obligated under this Agreement to Collect, and as a result, Solid Waste should accumulate in City
3608 to such an extent, in such a manner, or for such a time that the City Manager, in the reasonable exercise of
3609 the City Manager's discretion, should find that such accumulation endangers or menaces the public health,
3610 safety, or welfare, then City will have the right to contract with another Solid Waste enterprise to Collect any
3611 or all Solid Waste which Contractor is obligated to Collect pursuant to this Contract. City must provide twenty-
3612 four (24) hours prior written notice to Contractor during the period of such event, before contracting with
3613 another Solid Waste enterprise to Collect any or all Solid Waste that Contractor would otherwise Collect
3614 pursuant to this Agreement for the duration of period during which Contractor is unable to provide such
3615 services. In such event, Contractor must undertake commercially reasonable efforts to identify sources from
3616 which such substitute Solid Waste services are immediately available and must reimburse City for all of its
3617 reasonable expenses for such substitute services during period in which Contractor is unable to provide Solid
3618 Waste Collection required by this Agreement.

3619 29.06 Survival of Certain Contractor Obligations. Notwithstanding the termination of this
3620 Agreement by Contractor or City, Contractor's obligation to indemnify, defend, and hold City and City
3621 Indemnitees harmless as provided in this Agreement shall survive any termination of this Agreement.
3622 Notwithstanding the termination of this Agreement by Contractor or City, such act shall not automatically
3623 invalidate or cancel any insurance policy, letter of credit, performance bond, or similar instruments provided
3624 by Contractor under this Agreement, and such policies, letters of credit, performance bonds, and other
3625 instruments shall remain in full force and effect for one (1) full year after termination.

3626 **Article 30. Modifications to the Agreement**

3627 30.01 City-Directed Change. City has the power to make changes in this Agreement to impose
3628 new rules and regulations on Contractor under this Agreement relative to the scope and methods of providing
3629 Collection Service, as may from time-to-time be necessary and desirable for the public welfare. The size of
3630 Collection Containers specified herein for Bundled Service are designed to meet the requirements of
3631 Applicable Law, inclusive of the State's Recycling mandates, including AB 341, AB 1826, and SB 1383, and
3632 to be appropriate for the capabilities and capacities of available Materials Recovery Facilities and Organic
3633 Waste Processing Facilities at the start of this Agreement. The capabilities and capacities of such facilities
3634 may change during the Term of this Agreement as the City reserves the right to redirect materials to alternate
3635 facilities and change the designated sizes of Carts and/or Bins in Bundled Service in accordance with any
3636 such changes. City will give the Contractor notice of any proposed change, as well as an opportunity to be
3637 heard concerning those matters, and agrees to adjust Maximum Service Rates to reasonably reflect additional
3638 costs borne by Contractor. The scope and method of providing Solid Waste Collection as referenced herein

3639 will be liberally construed to include the procedures, operations, and obligations, financial or otherwise, of
3640 Contractor. When such modifications are made to this Agreement, City and Contractor will negotiate in good
3641 faith a reasonable and appropriate compensation adjustment for any increase or decrease in the services or
3642 other obligations required of Contractor due to any modification in the Agreement under this Article. City and
3643 Contractor will not unreasonably withhold agreement to such compensation adjustment. Should agreement
3644 between City and Contractor on compensation adjustment not be reached within six (6) months of the change
3645 request, or other period as agreed upon by both parties, City and Contractor agree to submit the
3646 compensation adjustment to binding arbitration as described in Article 31.

3647 30.02 Change in Law. City and Contractor understand and agree that the California Legislature
3648 has the authority to make comprehensive changes in Solid Waste Handling legislation, and that these and
3649 other changes in Applicable Law in the future which mandate certain actions or programs for counties,
3650 municipalities, or Contractor may require changes or modifications in some of the terms, conditions, or
3651 obligations under this Agreement. Contractor agrees that the terms and provisions of the City Municipal Code,
3652 as it now exists or as it may be amended in the future (in a manner not inconsistent with this Agreement), will
3653 apply to all of the provisions of this Agreement and the Service Recipients of Contractor located within the
3654 Service Area. In the event any future change in Applicable Law, inclusive of any change in Federal, State, or
3655 local laws or regulations or the City Code, that materially alters the obligations of Contractor, then Contractor
3656 shall be obligated to, and hereby agrees to, undertake such new or modified services or programs or take
3657 such other actions as may be necessary to comply with the Change in Law (“Modified Services”), provided
3658 that City and Contractor negotiate in good faith, and agree upon a reasonable and appropriate compensation
3659 adjustment for such Modified Services. City and Contractor will not unreasonably withhold agreement to such
3660 compensation adjustment. Should agreement between City and Contractor on compensation adjustment not
3661 be reached within six (6) months of the change request, or other period as agreed upon by both parties, City
3662 and Contractor agree to submit the compensation adjustment to binding arbitration as described in Article 31.
3663 Nothing contained in this Agreement will require any party to perform any act or function contrary to Applicable
3664 Law.

3665 **Article 31. Dispute Resolution**

3666 31.01 Arbitration. Except where otherwise provided for in this Agreement that the decision of a
3667 City Manager or other person or entity is final, or that a matter may be pursued by civil litigation, any dispute
3668 between the parties regarding interpretation and enforcement of this Agreement shall be resolved exclusively
3669 through final and binding arbitration. Parties shall have no right appeal a final arbitration award except as
3670 provided for in California Code of Civil Procedure, Sections 1286.2 and 1286.6.

3671 31.02 Request for Arbitration. Either party may demand arbitration by sending a request in writing
3672 to the other party. Such request must be sent within thirty (30) days of a party’s reasonable determination
3673 that the parties are unable to resolve a disputed matter.

3674 31.03 Selection of Arbitrator. Arbitration shall be conducted by a single arbitrator at a location
3675 within Sonoma County or at such location as the parties to the arbitration may mutually select. The arbitrator

3676 shall be an attorney, retired judge, or professional with significant prior experience in matters related to public
3677 contracts. If, within twenty (20) days from the receipt of a request to arbitrate (or such longer period mutually
3678 agreed to by the parties), the parties are unable to agree on an arbitrator, then a single neutral arbitrator shall
3679 be appointed pursuant to the Commercial Arbitration Rules of the American Arbitration Association or a similar
3680 rank and strike method employed by an arbitration company selected by the parties to provide case
3681 management and facilities for arbitration.

3682 31.04 Arbitration Rules. The Commercial Arbitration Rules of the American Arbitration
3683 Association shall govern any arbitration requested under this Article, unless the parties otherwise agree to
3684 use of alternative applicable rules.

3685 31.05 Legal Fees and Costs. The parties will initially pay one half of the costs of the arbitrator,
3686 including any case management fees charged. Upon a final decision, the prevailing party will be entitled to
3687 recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the
3688 prevailing party in the exercise of any of its rights or remedies under this Agreement or the enforcement of
3689 any of the terms, conditions, or provisions of this Agreement.

3690 **Article 32. Consent to Jurisdiction**

3691 32.01 Jurisdiction for Civil Litigation. The parties agree that any civil litigation between City and
3692 Contractor concerning or arising out of and permitted by this Agreement, and which is exempt from arbitration
3693 pursuant to Article 31, must be filed and maintained exclusively in the Superior Courts of Sonoma County,
3694 State of California, or in the United States District Court for the Northern District of California to the fullest
3695 extent permissible by law. Each party consents to service of process in any manner authorized by California
3696 law.

3697 **Article 33. Attorney's Fees**

3698 33.01 If civil litigation is brought by a party concerning or arising out of and permitted by this
3699 Agreement, the prevailing party will be entitled to recover from the opposing party all costs and expenses,
3700 including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or
3701 remedies under this Agreement or the enforcement of any of the terms, conditions, or provisions of this
3702 Agreement.

3703 **Article 34. Legal Representation**

3704 34.01 Acknowledgement. It is acknowledged that each party was, or had the opportunity to be,
3705 represented by counsel in the preparation of, and contributed equally to the terms and conditions of, this
3706 Agreement, and, accordingly, the rule that a contract will be interpreted strictly against the party preparing
3707 the same will not apply, due to the joint contributions of both parties.

3708

Article 35. Conflict of Interest

3709 35.01 Financial Interest. Contractor is unaware of any City employee or official that has a financial
 3710 interest in Contractor's business. During the Term of this Agreement and/or as a result of being awarded this
 3711 Agreement, Contractor shall not offer, encourage, or accept any financial interest in Contractor's business by
 3712 any City employee or official.

3713

Article 36. Contractor's Personnel

3714 36.01 Displaced Employees. Contractor shall offer employment to all qualified displaced
 3715 employees of the City's franchisee from the prior exclusive Solid Waste Collection Agreement at pay and
 3716 benefit rates meeting or exceeding prior amounts. Contractor shall make information about wage rates,
 3717 benefits, and job classifications of employees available to the City prior to any subsequent procurement for
 3718 Solid Waste Collection, no later than fifteen (days) following a request from the City for such information.
 3719 Contractor shall additionally comply with all related requirements described in California Labor Code, Division
 3720 2, Part 3, Chapter 4.6, Section 1072(c)(1).

3721 36.02 Personnel Requirements. Contractor shall assign only qualified personnel to perform all
 3722 services required under this Agreement and shall be responsible for ensuring its employees comply with this
 3723 Agreement and all Applicable Laws related to their employment and position. Contractor's employees,
 3724 officers, agents, and Subcontractors shall not identify themselves or in any way represent themselves as
 3725 being employees or officials of City. City may request the transfer of any employee of Contractor who
 3726 materially violates any provision of this Agreement, or who is wanton, negligent, or discourteous in the
 3727 performance of their duties under this Agreement.

3728 36.03 Agreement Manager. Contractor shall designate a qualified employee to serve as its
 3729 Agreement Manager and must provide the name of that person in writing to City within thirty (30) days prior
 3730 to the Commencement Date of this Agreement, and annually by January 1st of each subsequent Calendar
 3731 Year of this Agreement, and any other time the person in that position changes. The Agreement Manager
 3732 must be available to the City through the use of telecommunications equipment at all times that Contractor is
 3733 providing Solid Waste Collection in the Service Area. The Contract Manager must provide City with an
 3734 emergency phone number where the Contract Manager can be reached outside of normal business hours.

3735 36.04 Service Supervisor. Contractor shall assign a qualified employee to serve as its Service
 3736 Supervisor, to be in charge of the Collection Service within the Service Area and must provide the name of
 3737 that person in writing to the Agreement Administrator on or before the Commencement Date, and thereafter
 3738 annually before January 1st of each subsequent Calendar Year of the Term, and any other time Contractor
 3739 changes the employee serving in that position changes. The Service Supervisor must be physically located
 3740 in the Service Area and available to the Agreement Administrator through the use of telecommunication
 3741 equipment at all times that Contractor is providing Solid Waste Collection. In the event the Service Supervisor
 3742 is unavailable due to illness or vacation, Contractor must designate a substitute acceptable to the City who
 3743 shall be available and shall have the authority to act in the same capacity as the Service Supervisor.

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3744 36.05 Key Operations Staff. Contractor shall identify Key Operations Staff, consisting at a
 3745 minimum of: one (1) Operations Manager; one (1) Route Supervisor; one (1) Lead Mechanical Supervisor;
 3746 and one (1) Service Recipient Service Supervisor 100% dedicated to the City. Each Key Operations Staff will
 3747 provide the following to City Staff: email address, phone number, cell phone number, and office address.

3748 36.06 Sustainability/Compliance Staff. Contractor shall provide Sustainability/Compliance Staff,
 3749 whose primary duties are dedicated to the City.

3750 36.07 Field Personnel. Contractor's field operations personnel are required to wear a clean
 3751 uniform shirt bearing Contractor's name. Contractor's employees who normally come into direct contact with
 3752 the public, including drivers, must bear some means of individual photographic identification, such as a name
 3753 tag or identification card. Each driver of a Collection vehicle must at all times carry a valid California driver's
 3754 license and all other required licenses for the type of vehicle that is being operated.

3755 36.08 Labor Certifications. Contractor certifies: (i) it is aware of the provisions of Section 3700 of
 3756 the California Labor Code that require every employer to be insured against liability for Workers'
 3757 Compensation or to undertake self-insurance in accordance with the provisions of that Code; (ii) in the
 3758 performance of the Services, Contractor shall not, in any manner, employ any person or contract with any
 3759 person such that any part of this Agreement is performed by such a person as would be subject to the workers'
 3760 compensation laws of the State of California unless and until Contractor gives City a certificate of consent to
 3761 self-insure or a certificate of Workers' Compensation Insurance Coverage; and (iii) in the event Contractor
 3762 hires any Subcontractor who has employees to perform any part thereof, then Contractor shall either require
 3763 the Subcontractor to obtain Workers' Compensation Insurance Coverage, or must obtain Workers'
 3764 Compensation Insurance Coverage for the Subcontractor's employees. Before commencing performance
 3765 under this Agreement, Contractor shall provide to the City evidence of any Workers' Compensation Insurance
 3766 Coverage required by or for this Agreement, and all such coverage shall be endorsed with a waiver of
 3767 subrogation in favor of City for all work performed by Contractor, its employees, its agents, and its
 3768 Subcontractors.

3769 36.09 Subcontractors. Contractor shall not subcontract any portion of this Agreement without the
 3770 prior written approval of the City Manager. Contractor is fully responsible to City for the performance of any
 3771 and all Subcontractors, if any, and shall require any Subcontractors to maintain all applicable federal, state,
 3772 and local licenses required for the work they are assigned to perform. Contractor shall require any
 3773 Subcontractors performing work in the City to enter into a written contract that requires such Subcontractors
 3774 to agree they are independent contractors and have no other agency relationship with City.

3775 **Article 37. Exempt Waste**

3776 37.01 Contractor is not required to Collect or Dispose of Exempt Waste but may offer such
 3777 services. All such Collection and Disposal of Exempt Waste is not regulated under this Agreement, but if
 3778 provided by Contractor must be in strict compliance with all Applicable Laws.

3779 **Article 38. Independent Contractor**

3780 38.01 In the performance of services pursuant to this Agreement, Contractor is an independent
 3781 contractor and not an officer, agent, servant, or employee of City. Contractor will have exclusive control of
 3782 the details of the services and work performed, and over all persons performing such services and work.
 3783 Contractor is solely responsible for the acts and omissions of its officers, agents, employees, contractors, and
 3784 Subcontractors, if any. Neither Contractor nor its officers, employees, agents, contractors, or Subcontractors
 3785 will obtain any right to retirement benefits, Workers Compensation benefits, or any other benefits which
 3786 accrued to City employees, and Contractor expressly waives any claim to such benefits.

3787 38.02 Subcontractors. Contractor will require all Subcontractors performing work in the City to
 3788 enter into a contract containing the provisions set forth in the preceding subsection, in which contract the
 3789 Subcontractor agrees that Contractor and Subcontractor are independent contractors and have no other
 3790 agency relationship with City.

3791 **Article 39. Laws to Govern**

3792 39.01 The laws of the State of California govern the rights, obligations, duties, and liabilities of
 3793 City and Contractor under this Agreement, and governs the interpretation of this Agreement.

3794 **Article 40. Assignment**

3795 40.01 No assignment of this Agreement or any right occurring under this Agreement may be
 3796 made in whole or in part by Contractor without the express prior written consent of the City. City will have full
 3797 discretion to approve or deny, with or without cause, any proposed or actual assignment by the Contractor.
 3798 Any assignment of this Agreement made by Contractor without the express written consent of the City will be
 3799 null and void and will be grounds for City to declare a default of this Agreement and immediately terminate
 3800 this Agreement by giving written notice to Contractor, and upon the date of such notice this Agreement will
 3801 be deemed immediately terminated, and upon such termination all liability of City under this Agreement to
 3802 Contractor will cease, and City will have the right to call the performance bond and will be free to negotiate
 3803 with other contractors for the services that are the subject of this Agreement. In the event of any assignment
 3804 approved by City, the assignee must fully assume all the liabilities of Contractor by way of an assignment and
 3805 assumption agreement. The sale, assignment, transfer, or other disposition, on a cumulative basis, of
 3806 twenty-five percent (25%) or more of the ownership interest in Contractor or twenty-five percent (25%) or
 3807 more of the voting power of Contractor (whether Contractor is a corporation, limited liability company,
 3808 partnership, joint venture or otherwise) shall constitute an assignment for purposes of this Agreement,
 3809 requiring prior written consent of the City; provided, however, that a sale, assignment, or transfer of the
 3810 ownership interest or voting power in Contractor by the owner of such interest or power to members of the
 3811 owner's family or a trust for the benefit of his family to Contractor shall not constitute an assignment requiring
 3812 City's consent. Further, the involvement of Contractor or its assets in any transaction or series of transactions
 3813 (by way of merger, sale, acquisition, financing, transfer, leveraged buyout, or otherwise), whether or not a
 3814 formal assignment of this Agreement, which reduces Contractor's assets or net worth by twenty-five percent

3815 (25%) or more, shall also constitute an assignment for purposes of this Agreement, also requiring prior written
 3816 consent of the City. Upon notification to the City of any proposed assignment, Contractor shall provide to the
 3817 City a payment of one hundred fifty thousand dollars (\$150,000) for the City to perform its due diligence
 3818 related to the requested assignment.

3819 40.02 The use of a Subcontractor to perform services under this Agreement will not constitute
 3820 delegation of Contractor's duties if Contractor has received prior written authorization from the Agreement
 3821 Administrator to subcontract such services and the Agreement Administrator has approved a Subcontractor
 3822 who will perform such services. Contractor will be responsible for directing the work of Contractor's
 3823 Subcontractors, and any compensation due or payable to Contractor's Subcontractor will be the sole
 3824 responsibility of Contractor. The Agreement Administrator will have the right to require the removal of any
 3825 approved Subcontractor for reasonable cause.

3826 **Article 41. Compliance with Laws**

3827 41.01 In the performance of this Contractor, Contractor must comply with all Applicable Laws,
 3828 including, without limitation, the Sebastopol Municipal Code.

3829 41.02 City shall provide written notice to Contractor of any planned amendment of the Sebastopol
 3830 Municipal Code that would substantially affect the performance of Contractor's services pursuant to this
 3831 Agreement. Such notice must be provided at least thirty (30) calendar days prior to the City Council's approval
 3832 of such an amendment.

3833 **Article 42. Permits and Licenses**

3834 42.01 Contractor shall obtain, at its own expense, all permits and licenses required by law or
 3835 ordinance, and shall maintain same in full force and effect throughout the Term of this Agreement. Contractor
 3836 must provide proof of such permits, licenses, or approvals and must demonstrate compliance with the terms
 3837 and conditions of such permits, licenses, and approvals upon the request of the Agreement Administrator.

3838 42.02 The Contractor must procure and maintain a valid City Business License throughout the
 3839 Term of the Agreement.

3840 **Article 43. Ownership of Written Materials**

3841 43.01 Contractor hereby grants City a non-exclusive license to all reports, documents, brochures,
 3842 public education materials, and other similar written, printed, electronic, or photographic materials developed
 3843 by Contractor at the request of City or as required under this Agreement and intended for public use, without
 3844 limitation or restrictions on the use of such materials by City. Contractor may not use such materials that
 3845 specifically reference City for other purposes without the prior written consent of the Agreement Administrator.
 3846 This Article 43 does not apply to ideas or concepts described in such materials and does not apply to the
 3847 format of such materials.

3848

Article 44. Waiver

3849 44.01 Waiver by City or Contractor of any breach for violation of any term, covenant, or condition
3850 of this Agreement must be in writing signed by the waiving party and will not be deemed to be a waiver of
3851 any other term, covenant, or condition or any subsequent breach for violation of the same or of any other
3852 term, covenant, or condition. The subsequent acceptance by City of any fee, tax, or any other monies which
3853 may become due from Contractor to City will not be deemed to be a waiver by City of any breach for violation
3854 of any term, covenant, or condition of this Agreement.

3855

Article 45. Prohibition Against Gifts

3856 45.01 Contractor represents that Contractor is familiar with City's prohibition against the
3857 acceptance of any gift by a City officer or designated employee. Contractor may not offer any City officer or
3858 designated employee any gifts prohibited by the City.

3859

Article 46. Point of Contact

3860 46.01 The day-to-day dealings between Contractor and City will be between Contractor and the
3861 Agreement Administrator.

3862

Article 47. Notices

3863 47.01 Except as provided in this Agreement, whenever either party desires to give notice to the
3864 other, it must be given by written notice addressed to the party for whom it is intended, at the place last
3865 specified, and to the place for giving of notice in compliance with the provisions of this Section. For the
3866 present, the parties designate the following as the respective persons and places for giving of notice:

3867

As to the City:

3868

3869

3870

3871

As to the Contractor:

3872

3873

3874

3875 47.02 Notices given by personal delivery shall be effective immediately. Notices given by mail
 3876 shall be deemed to have been delivered forty-eight (48) hours after having been deposited in the United
 3877 States mail. Changes in the respective address to which such notice is to be directed may be made by written
 3878 notice.

3879 47.03 Notice by City to Contractor of a Collection or other Service Recipient problem or complaint
 3880 may be given to Contractor orally by telephone at Contractor's local office with confirmation sent to Contractor
 3881 through the Customer Service System by the end of the Workday.

3882 **Article 48. Transition to Next Contractor**

3883 48.01 In the event Contractor is not awarded an extension or new contract to continue to provide
 3884 Solid Waste Collection following the expiration or early termination of this Agreement, Contractor will
 3885 cooperate fully with City and any subsequent contractors to assure a smooth transition of services described
 3886 in this Agreement, subject to compliance with data protection laws. Such cooperation will include, but not be
 3887 limited to, transfer of computer data, files, and tapes; providing routing information, route maps, vehicle fleet
 3888 information, and list of Service Recipients; providing a complete inventory of all Collection Containers;
 3889 providing adequate labor and equipment to complete performance of all Solid Waste Collection required
 3890 under this Agreement; taking reasonable actions necessary to transfer ownership of carts and bins, as
 3891 appropriate, to City, including transporting such Containers to a location designated by the Agreement
 3892 Administrator; coordinating Collection of Materials set out in new Containers if new Containers are provided
 3893 for a subsequent Agreements; and providing other reports and data required by this Agreement. Contractor
 3894 shall also provide City with the number of employees who are performing services under the service contract
 3895 and the wage rates, benefits, and job classifications of those employees, and otherwise comply with all
 3896 requirements articulated under California Labor Code, Division 2, Part 3, Chapter 4.6, Section 1072(c)(1).

3897 **Article 49. Entire Agreement**

3898 49.01 This Agreement and the attached Exhibits constitute the entire Agreement and
 3899 understanding between the parties, and the Agreement will not be considered modified, altered, changed, or
 3900 amended in any respect unless in writing and signed by the parties.

3901 **Article 50. Severability**

3902 50.01 If any provision of this Agreement or the application of it to any person or situation is to any
 3903 extent held invalid or unenforceable, the remainder of this Agreement and the application of such provisions
 3904 to persons or situations other than those as to which it is held invalid or unenforceable, will not be affected,
 3905 will continue in full force and effect, and will be enforced to the fullest extent permitted by law.

3906 **Article 51. Right to Require Performance**

3907 51.01 The failure of City at any time to require performance by Contractor of any provision of this
3908 Agreement will in no way affect the right of City thereafter to enforce same. Nor will waiver by City of any
3909 breach of any provision of this Agreement be taken or held to be a waiver of any succeeding breach of such
3910 provision or as a waiver of any provision itself.

3911 **Article 52. All Prior Agreements Superseded**

3912 52.01 This Agreement incorporates and includes all prior negotiations, correspondence,
3913 conversations, agreements, and understandings applicable to the matters contained in this Agreement, and
3914 the parties agree that there are no commitments, agreements, or understandings concerning the subject
3915 matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation
3916 from the terms of this Agreement will be predicated upon any prior representations or agreements, whether
3917 oral or written.

3918 **Article 53. Headings**

3919 53.01 Headings in this document are for convenience of reference only and are not to be
3920 considered in any interpretation of this Agreement.

3921 **Article 54. Exhibits**

3922 54.01 Each Exhibit referred to in this Agreement forms an essential part of this Agreement. Each
3923 such Exhibit is a part of this Agreement, and each is incorporated by this reference. In the event of any
3924 conflicts between this Agreement and the Exhibits, then this Agreement shall take priority.

3925 **Article 55. Commencement Date**

3926 55.01 This Agreement will become effective when it is properly executed by City and Contractor,
3927 and Contractor will commence Solid Waste Collection under this Agreement as of July 1, 2025.
3928

3929 IN WITNESS WHEREOF, City and Contractor have executed this Agreement on the respective
3930 date(s) below each signature.

3931 CITY OF SEBASTOPOL

CONTRACTOR

3932 A General Law City

3933 By: _____

By: _____

3934

3935

3936 Title: _____

By: _____

3937

President

3938

3939 ATTEST: _____

By: _____

3940 City Clerk

3941 APPROVED AS TO FORM

3942 City Attorney

3943

Secretary

3944 By: _____

3945

3946
3947

Exhibit 1A Maximum Service Rates (Alternative 1)

Proposer's Name:		Sonoma County Resource Recovery, LLC			
Form K, Tab A: Single-Family Dwelling Maximum Service Rates					
Rate Schedule Effective 7/01/2025 (15-Year Term)					
SFD Trash (Note: Trash rate includes bundled rates that include 96-Gallon Recycling and 96-Gallon Organic Waste)					
Service Descriptions	Billing Frequency	20-Gallon Service Rate	32-Gallon Service Rate	64-Gallon Service Rate	96-Gallon Service Rate
Standard Single-Family Automated Cart Service <i>(Trash, Recycling, Organic Waste)</i>	per month	\$20.20	\$35.30	\$64.43	\$107.53
Low-Income Cart Service <i>(Trash, Recycling, Organic Waste)</i>	per month	\$17.16	\$30.01	\$54.77	\$91.41
Additional Trash Cart	each cart	\$20.20	\$35.30	\$64.43	\$107.53
Additional Recycling Cart	each cart	n/a	n/a	n/a	\$32.62
Additional Organic Waste Cart	each cart	n/a	n/a	n/a	\$38.50
Restart of Service (Auto-Resume Fee)	per occurrence	\$61.93	\$61.93	\$61.93	\$61.93
Cart Delivery	per occurrence	\$0.00	\$0.00	\$0.00	\$0.00
Cart Removal	per occurrence	\$0.00	\$0.00	\$0.00	\$0.00
Cart Exchange	per occurrence	\$0.00	\$0.00	\$0.00	\$0.00
Residential Cart Replacement Fee	per occurrence	\$197.04	\$197.04	\$197.04	\$197.04
Additional cart exchange (after 1st)	per occurrence	\$30.78	\$30.78	\$30.78	\$30.78
Additional pick-up	per occurrence	\$38.92	\$38.92	\$38.92	\$38.92
Service call back for late cart placement	per occurrence	\$39.40	\$39.40	\$39.40	\$39.40
Extra bag fee	per occurrence	\$12.38	\$12.38	\$12.38	\$12.38

3948
3949

Proposer's Name:		Sonoma County Resource Recovery, LLC				
Form K, Tab B: Multi-Family Dwelling Maximum Service Rates						
Rate Schedule Effective 7/1/2025 (15-Year Term)						
Multi-Family Trash (Note: Trash rate includes bundled rates that include 96-Gallon Recycling and 96-Gallon Organic Waste)						
Service Descriptions	Collection Frequency					
	1/week	2/week	3/week	4/week	5/week	6/week
32-Gallon Cart	\$55.80	\$111.59	\$167.39	\$223.18	\$278.98	\$334.78
64-Gallon Cart	\$74.92	\$149.85	\$224.77	\$299.70	\$374.62	\$449.55
96-Gallon Cart	\$109.46	\$218.93	\$328.39	\$437.85	\$547.32	\$656.78
1-CY Bin	\$421.64	\$740.12	\$1,066.33	\$1,433.77	\$1,802.20	\$2,170.64
2-CY Bin	\$500.85	\$966.58	\$1,271.11	\$1,832.55	\$2,277.03	\$2,721.52
3-CY Bin	\$698.31	\$1,352.83	\$1,933.85	\$2,516.66	\$3,103.14	\$3,879.62
4-CY Bin	\$790.66	\$1,735.42	\$2,489.49	\$3,271.88	\$3,980.88	\$4,729.61
6-CY Bin	\$1,120.39	\$2,082.51	\$3,062.07	\$4,057.13	\$5,135.34	\$6,148.49
Multi-family Dwelling Recycling (Additional Containers)						
32-Gallon Cart	n/a	n/a	n/a	n/a	n/a	n/a
64-Gallon Cart	n/a	n/a	n/a	n/a	n/a	n/a
96-Gallon Cart	\$66.19	\$132.38	\$198.56	\$264.75	\$330.94	\$397.13
1-CY Bin	\$123.28	\$318.57	\$477.90	\$637.17	\$796.47	\$955.76
2-CY Bin	\$268.22	\$693.09	\$1,004.18	\$1,386.28	\$1,732.85	\$2,079.47
3-CY Bin	\$434.87	\$1,068.73	\$1,527.74	\$1,988.16	\$2,451.48	\$3,064.90
4-CY Bin	\$601.48	\$1,370.98	\$1,966.70	\$2,584.78	\$3,144.90	\$3,736.39
6-CY Bin	\$804.64	\$1,686.83	\$2,510.90	\$3,326.84	\$4,262.33	\$5,164.73
Multi-family Dwelling Organic Waste (Green Waste and Food Waste) (Additional Containers)						
32-Gallon Cart	n/a	n/a	n/a	n/a	n/a	n/a
64-Gallon Cart	\$76.69	\$277.17	\$415.77	\$554.35	\$692.95	\$831.54
96-Gallon Cart	\$107.42	\$388.25	\$582.39	\$776.47	\$970.61	\$1,164.72
1-CY Bin	\$174.34	\$452.84	\$679.27	\$905.67	\$1,132.10	\$1,358.53
2-CY Bin	\$328.72	\$849.63	\$1,274.44	\$1,699.25	\$2,124.07	\$2,548.88
3-CY Bin	\$458.29	\$1,190.37	\$1,785.53	\$2,380.71	\$2,975.88	\$3,571.06
Multi-family Dwelling Yard Waste Only (if applicable) (Additional Containers)						
32-Gallon Cart	n/a	n/a	n/a	n/a	n/a	n/a
64-Gallon Cart	\$76.69	\$277.17	\$415.77	\$554.35	\$692.95	\$831.54
96-Gallon Cart	\$107.42	\$388.25	\$582.39	\$776.47	\$970.61	\$1,164.72
1-CY Bin	\$174.34	\$452.84	\$679.27	\$905.67	\$1,132.10	\$1,358.53
2-CY Bin	\$328.72	\$849.63	\$1,274.44	\$1,699.25	\$2,124.07	\$2,548.88
3-CY Bin	\$458.29	\$1,190.37	\$1,785.53	\$2,380.71	\$2,975.88	\$3,571.06
4-CY Bin	\$589.47	\$1,531.08	\$2,296.62	\$3,062.15	\$3,827.71	\$4,593.25
6-CY Bin	n/a	n/a	n/a	n/a	n/a	n/a
Multi-family Dwelling Food Waste Only (if applicable) (Additional Containers)						
32-Gallon Cart	n/a	n/a	n/a	n/a	n/a	n/a
64-Gallon Cart	\$119.85	\$309.75	\$464.62	\$619.49	\$774.35	\$929.24
96-Gallon Cart	\$167.81	\$433.64	\$650.44	\$867.25	\$1,084.05	\$1,300.89
1-CY Bin	\$214.95	\$558.32	\$837.48	\$1,116.63	\$1,395.79	\$1,674.95
2-CY Bin	\$408.22	\$1,060.31	\$1,590.45	\$2,120.63	\$2,650.78	\$3,180.94
Multi-Family Dwelling Other / Additional Services						
Cart/Bin Exchange/Steam Clean (each additional)	Per Occurrence	\$29.44				
Cart/Bin Replacement (no charge if company fault)	Per Occurrence	\$591.10				
(Insert additional service or containers w/ frequency)	Per Occurrence	\$0.00				

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Proposer's Name:	Sonoma County Resource Recovery, LLC					
Form K, Tab C: Commercial Maximum Service Rates						
Rate Schedule Effective 7/1/2025 (15-Year Term)						
Commercial Trash (Note: Trash rate includes bundled rates that include 1x/week collection of 96-Gallon Recycling and 96-Gallon Organic Waste)						
Service Descriptions	Collection Frequency					
	1/week	2/week	3/week	4/week	5/week	6/week
32-Gallon Cart	\$55.80	\$111.59	\$167.39	\$223.18	\$278.98	\$334.78
64-Gallon Cart	\$74.92	\$149.85	\$224.77	\$299.70	\$374.62	\$449.55
96-Gallon Cart	\$109.46	\$218.93	\$328.39	\$437.85	\$547.32	\$656.78
1-CY Bin	\$421.64	\$740.12	\$1,066.33	\$1,433.77	\$1,802.20	\$2,170.64
2-CY Bin	\$500.85	\$966.58	\$1,271.11	\$1,832.55	\$2,277.03	\$2,721.52
3-CY Bin	\$698.31	\$1,352.83	\$1,933.85	\$2,516.66	\$3,103.14	\$3,879.62
4-CY Bin	\$790.66	\$1,735.42	\$2,489.49	\$3,271.88	\$3,980.88	\$4,729.61
6-CY Bin	\$1,120.39	\$2,082.51	\$3,062.07	\$4,057.13	\$5,135.34	\$6,148.49
Commercial Recycling (Additional Containers)						
32-Gallon Cart	n/a	n/a	n/a	n/a	n/a	n/a
64-Gallon Cart	n/a	n/a	n/a	n/a	n/a	n/a
96-Gallon Cart	\$66.19	\$132.38	\$198.56	\$264.75	\$330.94	\$397.13
1-CY Bin	\$123.28	\$318.57	\$477.90	\$637.17	\$796.47	\$955.76
2-CY Bin	\$268.22	\$693.09	\$1,004.18	\$1,386.28	\$1,732.85	\$2,079.47
3-CY Bin	\$434.87	\$1,068.73	\$1,527.74	\$1,988.16	\$2,451.48	\$3,064.90
4-CY Bin	\$601.48	\$1,370.98	\$1,966.70	\$2,584.78	\$3,144.90	\$3,736.39
6-CY Bin	\$804.64	\$1,686.83	\$2,510.90	\$3,326.84	\$4,262.33	\$5,164.73
Commercial Organic Waste (Green Waste and Food Waste) (Additional Containers)						
32-Gallon Cart	\$50.08	n/a	n/a	n/a	n/a	n/a
64-Gallon Cart	\$76.69	\$277.17	\$415.77	\$554.35	\$692.95	\$831.54
96-Gallon Cart	\$107.42	\$388.25	\$582.39	\$776.47	\$970.61	\$1,164.72
1-CY Bin	\$174.34	\$452.84	\$679.27	\$905.67	\$1,132.10	\$1,358.53
2-CY Bin	\$328.72	\$849.63	\$1,274.44	\$1,699.25	\$2,124.07	\$2,548.88
Commercial Yard Waste Only (if applicable) (Additional Containers)						
32-Gallon Cart	\$50.08	n/a	n/a	n/a	n/a	n/a
64-Gallon Cart	\$76.69	\$277.17	\$415.77	\$554.35	\$692.95	\$831.54
96-Gallon Cart	\$107.42	\$388.25	\$582.39	\$776.47	\$970.61	\$1,164.72
1-CY Bin	\$174.34	\$452.84	\$679.27	\$905.67	\$1,132.10	\$1,358.53
2-CY Bin	\$328.72	\$849.63	\$1,274.44	\$1,699.25	\$2,124.07	\$2,548.88
3-CY Bin	\$458.29	\$1,190.37	\$1,785.53	\$2,380.71	\$2,975.88	\$3,571.06
4-CY Bin	\$589.47	\$1,531.08	\$2,296.62	\$3,062.15	\$3,827.71	\$4,593.25
6-CY Bin	n/a	n/a	n/a	n/a	n/a	n/a
Commercial Food Waste Only (if applicable)						
32-Gallon Cart	n/a	n/a	n/a	n/a	n/a	n/a
64-Gallon Cart	\$119.85	\$309.75	\$464.62	\$619.49	\$774.35	\$929.24
96-Gallon Cart	\$167.81	\$433.64	\$650.44	\$867.25	\$1,084.05	\$1,300.89
1-CY Bin	\$214.95	\$558.32	\$837.48	\$1,116.63	\$1,395.79	\$1,674.95
2-CY Bin	\$408.22	\$1,060.31	\$1,590.45	\$2,120.63	\$2,650.78	\$3,180.94
Commercial Other / Additional Services						
Cart/Bin Exchange/Steam Clean (each additional d	Per Occurrence	\$29.44				
Cart/Bin Replacement (no charge if company fault)	Per Occurrence	\$591.10				
(Insert additional service or containers w/ frequen	Per Occurrence	\$0.00				

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Form K, Tab C: Industrial Maximum Service Rates						
Rate Schedule Effective 7/1/2025 (15-Year Term)						
Temporary Bin and Roll-Off Container Service						
Service Descriptions	Collection Frequency					
	1/week	2/week	3/week	4/week	5/week	6/week
Industrial Trash						
1.CY Bin	\$337.95	\$675.89	\$1,013.83	\$1,351.78	\$1,689.73	\$2,027.68
2.CY Bin	\$587.92	\$1,175.83	\$1,763.75	\$2,351.67	\$2,939.58	\$3,527.50
3.CY Bin	\$838.08	\$1,676.19	\$2,514.29	\$3,352.37	\$4,190.48	\$5,028.57
4.CY Bin	\$1,000.40	\$2,000.81	\$3,001.22	\$4,001.63	\$5,002.02	\$6,002.42
6.CY Bin	\$1,236.85	\$2,473.68	\$3,710.53	\$4,947.36	\$6,184.21	\$7,421.04
10.CY Roll-Off Container, per pull plus processing or disposal rate	\$300.00	\$600.00	\$900.00	\$1,200.00	\$1,500.00	\$1,800.00
20.CY Roll-Off Container, per pull plus processing or disposal rate	\$325.00	\$650.00	\$975.00	\$1,300.00	\$1,625.00	\$1,950.00
30.CY Roll-Off Container, per pull plus processing or disposal rate	\$350.00	\$700.00	\$1,050.00	\$1,400.00	\$1,750.00	\$2,100.00
40.CY Roll-Off Container, per pull plus processing or disposal rate	\$400.00	\$800.00	\$1,200.00	\$1,600.00	\$2,000.00	\$2,400.00
Industrial Recycling						
1.CY Bin	\$123.28	\$318.57	\$477.90	\$637.17	\$796.47	\$955.76
2.CY Bin	\$268.22	\$693.09	\$1,039.73	\$1,386.28	\$1,732.85	\$2,079.47
3.CY Bin	\$434.87	\$1,123.94	\$1,685.90	\$2,247.91	\$2,809.85	\$3,371.79
4.CY Bin	\$601.48	\$1,554.45	\$2,331.66	\$3,108.92	\$3,886.11	\$4,663.39
6.CY Bin	\$804.64	\$2,079.40	\$3,119.14	\$4,158.84	\$5,198.54	\$6,238.24
10.CY Roll-Off Container, per pull plus processing or disposal rate	\$300.00	\$600.00	\$900.00	\$1,200.00	\$1,500.00	\$1,800.00
20.CY Roll-Off Container, per pull plus processing or disposal rate	\$325.00	\$650.00	\$975.00	\$1,300.00	\$1,625.00	\$1,950.00
30.CY Roll-Off Container, per pull plus processing or disposal rate	\$350.00	\$700.00	\$1,050.00	\$1,400.00	\$1,750.00	\$2,100.00
40.CY Roll-Off Container, per pull plus processing or disposal rate	\$400.00	\$800.00	\$1,200.00	\$1,600.00	\$2,000.00	\$2,400.00
Industrial Organic Waste (Green Waste and Food Waste)						
1.CY Bin	\$174.34	\$452.84	\$679.27	\$905.67	\$1,132.10	\$1,358.53
2.CY Bin	\$328.72	\$849.63	\$1,274.44	\$1,699.25	\$2,124.07	\$2,548.88
3.CY Bin	\$458.29	\$1,190.37	\$1,785.53	\$2,380.71	\$2,975.88	\$3,571.06
4.CY Bin	\$589.47	\$1,531.08	\$2,296.62	\$3,062.15	\$3,827.71	\$4,593.25
6.CY Bin	n/a	n/a	n/a	n/a	n/a	n/a
10.CY Roll-Off Container, per pull plus processing or disposal rate	\$300.00	\$600.00	\$900.00	\$1,200.00	\$1,500.00	\$1,800.00
20.CY Roll-Off Container, per pull plus processing or disposal rate	\$325.00	\$650.00	\$975.00	\$1,300.00	\$1,625.00	\$1,950.00
30.CY Roll-Off Container, per pull plus processing or disposal rate	\$350.00	\$700.00	\$1,050.00	\$1,400.00	\$1,750.00	\$2,100.00
40.CY Roll-Off Container, per pull plus processing or disposal rate	\$400.00	\$800.00	\$1,200.00	\$1,600.00	\$2,000.00	\$2,400.00
Industrial Yard Waste Only						
1.CY Bin	\$174.34	\$452.84	\$679.27	\$905.67	\$1,132.10	\$1,358.53
2.CY Bin	\$328.72	\$849.63	\$1,274.44	\$1,699.25	\$2,124.07	\$2,548.88
3.CY Bin	\$458.29	\$1,190.37	\$1,785.53	\$2,380.71	\$2,975.88	\$3,571.06
4.CY Bin	\$589.47	\$1,531.08	\$2,296.62	\$3,062.15	\$3,827.71	\$4,593.25
6.CY Bin	n/a	n/a	n/a	n/a	n/a	n/a
10.CY Roll-Off Container, per pull plus processing or disposal rate	\$300.00	\$600.00	\$900.00	\$1,200.00	\$1,500.00	\$1,800.00
20.CY Roll-Off Container, per pull plus processing or disposal rate	\$325.00	\$650.00	\$975.00	\$1,300.00	\$1,625.00	\$1,950.00
30.CY Roll-Off Container, per pull plus processing or disposal rate	\$350.00	\$700.00	\$1,050.00	\$1,400.00	\$1,750.00	\$2,100.00
40.CY Roll-Off Container, per pull plus processing or disposal rate	\$400.00	\$800.00	\$1,200.00	\$1,600.00	\$2,000.00	\$2,400.00
Construction and Demolition						
1.CY Bin	\$177.39	\$460.77	\$691.16	\$921.52	\$1,151.91	\$1,381.17
2.CY Bin	\$334.47	\$864.50	\$1,296.75	\$1,729.00	\$2,161.25	\$2,593.50
3.CY Bin	\$466.31	\$1,211.19	\$1,816.77	\$2,422.38	\$3,027.96	\$3,633.56
4.CY Bin	\$599.78	\$1,557.88	\$2,336.81	\$3,115.74	\$3,894.69	\$4,673.63
6.CY Bin	n/a	n/a	n/a	n/a	n/a	n/a
10.CY Roll-Off Container, per pull plus processing or disposal rate	\$300.00	\$600.00	\$900.00	\$1,200.00	\$1,500.00	\$1,800.00
20.CY Roll-Off Container, per pull plus processing or disposal rate	\$325.00	\$650.00	\$975.00	\$1,300.00	\$1,625.00	\$1,950.00
30.CY Roll-Off Container, per pull plus processing or disposal rate	\$350.00	\$700.00	\$1,050.00	\$1,400.00	\$1,750.00	\$2,100.00
40.CY Roll-Off Container, per pull plus processing or disposal rate	\$400.00	\$800.00	\$1,200.00	\$1,600.00	\$2,000.00	\$2,400.00
Industrial Other / Additional Services						
Service call back if unable to service	Per Occurrence	\$337.84				
Trip Charge/Dry Run	Per Occurrence	\$301.51				
(insert additional service or containers w/ frequency)	Per Occurrence	\$0.00				

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Proposer's Name:		Sonoma County Resource Recovery, LLC				
Form K, Tab D: Additional Services Maximum Service Rates						
Rate Schedule Effective 7/1/2025 (15-Year Term)						
Service Descriptions	Collection Frequency					
	1/week	2/week	3/week	4/week	5/week	6/week
	Push Rate (Monthly)					
Push Rate - 25 feet	\$32.97	\$68.42	\$102.63	\$136.84	\$171.04	\$205.25
Push Rate - 50 feet	\$65.91	\$136.77	\$205.15	\$273.53	\$341.92	\$410.30
Push Rate - 75 feet	\$98.88	\$205.19	\$307.78	\$410.37	\$512.96	\$615.56
Push Rate - 100 feet	\$134.39	\$278.87	\$418.30	\$557.74	\$697.17	\$836.60
Other Services			Roll-off Pull Rates <i>(Roll-off Containers billed on a per pull plus process or disposal rate)</i>			
Service Descriptions	Frequency	Proposed Rate				
Stinger / Scout Service Fee	Per Occurrence	n/a	10-Cubic-Yard Container per pull	Per Pull	\$630.13	
Locking Bin, Lock on Gate	Monthly	\$8.69	20-Cubic-Yard Container per pull	Per Pull	\$720.15	
Trip Charge/Dry Run	Per Occurrence	\$301.51	30-Cubic-Yard Container per pull	Per Pull	\$810.18	
Restart of Service (auto resume fee)	Per Occurrence	\$60.30	40-Cubic-Yard Container per pull	Per Pull	\$1,080.24	
Setup Fee	Per Occurrence	\$0.00				
Delivery Charge	Per Occurrence	\$0.00				
Delivery Charge Commercial Carts	Per Occurrence	\$0.00				
Removal	Per Occurrence	\$0.00				
Exchange Fee	Per Occurrence	\$29.96				
Recycling Contamination Fee	Per Occurrence	\$38.68				
Organics Contamination Fee	Per Occurrence	\$38.68				
Overage Fee	Per Occurrence	\$54.99				
Emergency Services (Section 20.01)	Per Occurrence	Per event plan				
Compactor per pull plus process or disposa	Per Occurrence	\$1,080.24				
Service call back if unable to service	Per Occurrence	\$337.84				
Additional bulky item pickup after two free	Per Occurrence	\$90.02				
Overage Fee Bins	Per Yard	\$38.68				
Excess large item collection beyond four cu	Per Occurrence	\$45.01				

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Exhibit 1B
Maximum Service Rates (Alternative 2)
Year One, Effective 7/01/2025

Proposer's Name:		Sonoma County Resource Recovery, LLC			
Form K, Tab A: Single-Family Dwelling Maximum Service Rates					
Rate Schedule Effective 7/1/2025 (15-Year Term)					
SFD Trash (Note: Trash rate includes bundled rates that include 96-Gallon Recycling and 96-Gallon Organic Waste)					
Service Descriptions	Billing Frequency	20-Gallon Service Rate	32-Gallon Service Rate	64-Gallon Service Rate	96-Gallon Service Rate
Standard Single-Family Automated Cart Service <i>(Trash, Recycling, Organic Waste)</i>	per month	\$18.31	\$32.00	\$58.41	\$97.48
Low-Income Cart Service <i>(Trash, Recycling, Organic Waste)</i>	per month	\$15.56	\$27.20	\$49.65	\$82.86
Additional Trash Cart	each cart	\$18.31	\$32.00	\$58.41	\$97.48
Additional Recycling Cart	each cart	n/a	n/a	n/a	\$29.57
Additional Organic Waste Cart	each cart	n/a	n/a	n/a	\$34.90
Restart of Service (Auto-Resume Fee)	per occurrence	\$56.14	\$56.14	\$56.14	\$56.14
Cart Delivery	per occurrence	\$0.00	\$0.00	\$0.00	\$0.00
Cart Removal	per occurrence	\$0.00	\$0.00	\$0.00	\$0.00
Cart Exchange	per occurrence	\$0.00	\$0.00	\$0.00	\$0.00
Residential Cart Replacement Fee	per occurrence	\$178.62	\$178.62	\$178.62	\$178.62
Additional cart exchange (after 1st)	per occurrence	\$27.90	\$27.90	\$27.90	\$27.90
Additional pick-up	per occurrence	\$35.29	\$35.29	\$35.29	\$35.29
Service call back for late cart placement	per occurrence	\$35.72	\$35.72	\$35.72	\$35.72
Extra bag fee	per occurrence	\$11.23	\$11.23	\$11.23	\$11.23

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Proposer's Name:		Sonoma County Resource Recovery, LLC				
Form K, Tab B: Multi-Family Dwelling Maximum Service Rates						
Rate Schedule Effective 7/1/2025 (15-Year Term)						
Multi-Family Trash (Note: Trash rate includes bundled rates that include 96-Gallon Recycling and 96-Gallon Organic Waste)						
Service Descriptions	Collection Frequency					
	1/week	2/week	3/week	4/week	5/week	6/week
32-Gallon Cart	\$50.58	\$101.16	\$151.74	\$202.32	\$252.90	\$303.48
64-Gallon Cart	\$67.92	\$135.84	\$203.76	\$271.68	\$339.60	\$407.52
96-Gallon Cart	\$99.23	\$198.46	\$297.69	\$396.92	\$496.15	\$595.38
1-CY Bin	\$382.22	\$670.93	\$966.64	\$1,299.73	\$1,633.72	\$1,967.71
2-CY Bin	\$454.03	\$876.22	\$1,152.28	\$1,661.23	\$2,064.16	\$2,467.09
3-CY Bin	\$633.03	\$1,226.36	\$1,753.06	\$2,281.39	\$2,813.04	\$3,516.93
4-CY Bin	\$716.74	\$1,573.18	\$2,256.76	\$2,966.00	\$3,608.72	\$4,287.45
6-CY Bin	\$1,015.65	\$1,887.82	\$2,775.81	\$3,677.84	\$4,655.25	\$5,573.69
Multi-family Dwelling Recycling (Additional Containers)						
32-Gallon Cart	n/a	n/a	n/a	n/a	n/a	n/a
64-Gallon Cart	n/a	n/a	n/a	n/a	n/a	n/a
96-Gallon Cart	\$60.00	\$120.00	\$180.00	\$240.00	\$300.00	\$360.00
1-CY Bin	\$111.76	\$288.79	\$433.22	\$577.61	\$722.01	\$866.41
2-CY Bin	\$243.15	\$628.30	\$910.30	\$1,256.68	\$1,570.85	\$1,885.06
3-CY Bin	\$394.22	\$968.82	\$1,384.92	\$1,802.30	\$2,222.30	\$2,778.38
4-CY Bin	\$545.25	\$1,242.81	\$1,782.84	\$2,343.14	\$2,850.89	\$3,387.09
6-CY Bin	\$729.41	\$1,529.13	\$2,276.16	\$3,015.83	\$3,863.86	\$4,681.90
Multi-family Dwelling Organic Waste (Green Waste and Food Waste) (Additional Containers)						
32-Gallon Cart	\$45.40	n/a	n/a	n/a	n/a	n/a
64-Gallon Cart	\$69.52	\$251.26	\$376.90	\$502.52	\$628.16	\$753.81
96-Gallon Cart	\$97.38	\$351.95	\$527.94	\$703.88	\$879.87	\$1,055.83
1-CY Bin	\$158.04	\$410.51	\$615.77	\$821.00	\$1,026.26	\$1,231.52
2-CY Bin	\$297.99	\$770.20	\$1,155.30	\$1,540.40	\$1,925.50	\$2,310.60
3-CY Bin	\$415.45	\$1,079.08	\$1,618.60	\$2,158.15	\$2,697.68	\$3,237.22
Multi-family Dwelling Yard Waste Only (if applicable) (Additional Containers)						
32-Gallon Cart	\$45.40	n/a	n/a	n/a	n/a	n/a
64-Gallon Cart	\$69.52	\$251.26	\$376.90	\$502.52	\$628.16	\$753.81
96-Gallon Cart	\$97.38	\$351.95	\$527.94	\$703.88	\$879.87	\$1,055.83
1-CY Bin	\$158.04	\$410.51	\$615.77	\$821.00	\$1,026.26	\$1,231.52
2-CY Bin	\$297.99	\$770.20	\$1,155.30	\$1,540.40	\$1,925.50	\$2,310.60
3-CY Bin	\$415.45	\$1,079.08	\$1,618.60	\$2,158.15	\$2,697.68	\$3,237.22
4-CY Bin	\$534.36	\$1,387.95	\$2,081.92	\$2,775.88	\$3,469.87	\$4,163.84
6-CY Bin	n/a	n/a	n/a	n/a	n/a	n/a
Multi-family Dwelling Food Waste Only (if applicable) (Additional Containers)						
32-Gallon Cart	n/a	n/a	n/a	n/a	n/a	n/a
64-Gallon Cart	\$108.65	\$280.79	\$421.18	\$561.58	\$701.96	\$842.37
96-Gallon Cart	\$152.12	\$393.10	\$589.63	\$786.18	\$982.71	\$1,179.27
1-CY Bin	\$194.85	\$506.12	\$759.19	\$1,012.24	\$1,265.30	\$1,518.36
2-CY Bin	\$370.06	\$961.18	\$1,441.76	\$1,922.38	\$2,402.96	\$2,883.57
Multi-Family Dwelling Other / Additional Services						
Cart/Bin Exchange/Steam Clean (each additional)	Per Occurrence	\$26.69				
Cart/Bin Replacement (no charge if company fault)	Per Occurrence	\$535.84				
(insert additional service or containers w/ frequency)	Per Occurrence	\$0.00				

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Proposer's Name:	Sonoma County Resource Recovery, LLC					
Form K, Tab C: Commercial Maximum Service Rates						
Rate Schedule Effective 7/1/2025 (15-Year Term)						
Commercial Trash (Note: Trash rate includes bundled rates that include 1x/week collection of 96-Gallon Recycling and 32-Gallon Organic Waste)						
Service Descriptions	Collection Frequency					
	1/week	2/week	3/week	4/week	5/week	6/week
32-Gallon Cart	\$50.58	\$101.16	\$151.74	\$202.32	\$252.90	\$303.48
64-Gallon Cart	\$67.92	\$135.84	\$203.76	\$271.68	\$339.60	\$407.52
96-Gallon Cart	\$99.23	\$198.46	\$297.69	\$396.92	\$496.15	\$595.38
1-CY Bin	\$382.22	\$670.93	\$966.64	\$1,299.73	\$1,633.72	\$1,967.71
2-CY Bin	\$454.03	\$876.22	\$1,152.28	\$1,661.23	\$2,064.16	\$2,467.09
3-CY Bin	\$633.03	\$1,226.36	\$1,753.06	\$2,281.39	\$2,813.04	\$3,516.93
4-CY Bin	\$716.74	\$1,573.18	\$2,256.76	\$2,966.00	\$3,608.72	\$4,287.45
6-CY Bin	\$1,015.65	\$1,887.82	\$2,775.81	\$3,677.84	\$4,655.25	\$5,573.69
Commercial Recycling (Additional Containers)						
32-Gallon Cart	n/a	n/a	n/a	n/a	n/a	n/a
64-Gallon Cart	n/a	n/a	n/a	n/a	n/a	n/a
96-Gallon Cart	\$60.00	\$120.00	\$180.00	\$240.00	\$300.00	\$360.00
1-CY Bin	\$111.76	\$288.79	\$433.22	\$577.61	\$722.01	\$866.41
2-CY Bin	\$243.15	\$628.30	\$910.30	\$1,256.68	\$1,570.85	\$1,885.06
3-CY Bin	\$394.22	\$968.82	\$1,384.92	\$1,802.30	\$2,222.30	\$2,778.38
4-CY Bin	\$545.25	\$1,242.81	\$1,782.84	\$2,343.14	\$2,850.89	\$3,387.09
6-CY Bin	\$729.41	\$1,529.13	\$2,276.16	\$3,015.83	\$3,863.86	\$4,681.90
Commercial Organic Waste (Green Waste and Food Waste) (Additional Containers)						
32-Gallon Cart	\$45.40	n/a	n/a	n/a	n/a	n/a
64-Gallon Cart	\$97.23	\$251.26	\$376.90	\$502.52	\$628.16	\$753.81
96-Gallon Cart	\$136.20	\$351.95	\$527.94	\$703.88	\$879.87	\$1,055.83
1-CY Bin	\$158.04	\$410.51	\$615.77	\$821.00	\$1,026.26	\$1,231.52
2-CY Bin	\$297.99	\$770.20	\$1,155.30	\$1,540.40	\$1,925.50	\$2,310.60
Commercial Yard Waste Only (if applicable) (Additional Containers)						
32-Gallon Cart	\$45.40	n/a	n/a	n/a	n/a	n/a
64-Gallon Cart	\$69.52	\$251.26	\$376.90	\$502.52	\$628.16	\$753.81
96-Gallon Cart	\$97.38	\$351.95	\$527.94	\$703.88	\$879.87	\$1,055.83
1-CY Bin	\$158.04	\$410.51	\$615.77	\$821.00	\$1,026.26	\$1,231.52
2-CY Bin	\$297.99	\$770.20	\$1,155.30	\$1,540.40	\$1,925.50	\$2,310.60
3-CY Bin	\$415.45	\$1,079.08	\$1,618.60	\$2,158.15	\$2,697.68	\$3,237.22
4-CY Bin	\$534.36	\$1,387.95	\$2,081.92	\$2,775.88	\$3,469.87	\$4,163.84
6-CY Bin	n/a	n/a	n/a	n/a	n/a	n/a
Commercial Food Waste Only (if applicable)						
32-Gallon Cart	n/a	n/a	n/a	n/a	n/a	n/a
64-Gallon Cart	\$108.65	\$280.79	\$421.18	\$561.58	\$701.96	\$842.37
96-Gallon Cart	\$152.12	\$393.10	\$589.63	\$786.18	\$982.71	\$1,179.27
1-CY Bin	\$194.85	\$506.12	\$759.19	\$1,012.24	\$1,265.30	\$1,518.36
2-CY Bin	\$370.06	\$961.18	\$1,441.76	\$1,922.38	\$2,402.96	\$2,883.57
Commercial Other / Additional Services						
Cart/Bin Exchange/Steam Clean (each additional	Per Occurrence	\$26.69				
Cart/Bin Replacement (no charge if company fault)	Per Occurrence	\$133.50				
(insert additional service or containers w/ frequency)	Per Occurrence	\$0.00				

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Form K, Tab C: Industrial Maximum Service Rates						
Rate Schedule Effective 7/1/2025 (15-Year Term)						
Temporary Bin and Roll-Off Container Service						
Service Descriptions	Collection Frequency					
	1/week	2/week	3/week	4/week	5/week	6/week
Industrial Trash						
1.CY Bin	\$306.36	\$612.71	\$919.05	\$1,225.40	\$1,531.76	\$1,838.12
2.CY Bin	\$532.95	\$1,065.91	\$1,598.86	\$2,131.82	\$2,664.77	\$3,197.72
3.CY Bin	\$759.73	\$1,519.49	\$2,279.23	\$3,038.97	\$3,798.72	\$4,558.47
4.CY Bin	\$906.88	\$1,813.76	\$2,720.65	\$3,627.53	\$4,534.40	\$5,441.28
6.CY Bin	\$1,121.22	\$2,242.43	\$3,363.65	\$4,484.85	\$5,606.07	\$6,727.28
10.CY Roll-Off Container, per pull plus process or disposal rate	\$300.00	\$600.00	\$900.00	\$1,200.00	\$1,500.00	\$1,800.00
20.CY Roll-Off Container, per pull plus process or disposal rate	\$325.00	\$650.00	\$975.00	\$1,300.00	\$1,625.00	\$1,950.00
30.CY Roll-Off Container, per pull plus process or disposal rate	\$350.00	\$700.00	\$1,050.00	\$1,400.00	\$1,750.00	\$2,100.00
40.CY Roll-Off Container, per pull plus process or disposal rate	\$400.00	\$800.00	\$1,200.00	\$1,600.00	\$2,000.00	\$2,400.00
Industrial Recycling						
1.CY Bin	\$111.76	\$288.79	\$433.22	\$577.61	\$722.01	\$866.41
2.CY Bin	\$243.15	\$628.30	\$942.53	\$1,256.68	\$1,570.85	\$1,885.06
3.CY Bin	\$394.22	\$1,018.87	\$1,528.29	\$2,037.76	\$2,547.17	\$3,056.57
4.CY Bin	\$545.25	\$1,409.13	\$2,113.68	\$2,818.28	\$3,522.81	\$4,227.43
6.CY Bin	\$729.41	\$1,885.00	\$2,827.54	\$3,770.05	\$4,712.54	\$5,655.05
10.CY Roll-Off Container, per pull plus process or disposal rate	\$300.00	\$600.00	\$900.00	\$1,200.00	\$1,500.00	\$1,800.00
20.CY Roll-Off Container, per pull plus process or disposal rate	\$325.00	\$650.00	\$975.00	\$1,300.00	\$1,625.00	\$1,950.00
30.CY Roll-Off Container, per pull plus process or disposal rate	\$350.00	\$700.00	\$1,050.00	\$1,400.00	\$1,750.00	\$2,100.00
40.CY Roll-Off Container, per pull plus process or disposal rate	\$400.00	\$800.00	\$1,200.00	\$1,600.00	\$2,000.00	\$2,400.00
Industrial Organic Waste (Green Waste and Food Waste)						
1.CY Bin	\$158.04	\$410.51	\$615.77	\$821.00	\$1,026.26	\$1,231.52
2.CY Bin	\$297.99	\$770.20	\$1,155.30	\$1,540.40	\$1,925.50	\$2,310.60
3.CY Bin	\$415.45	\$1,079.08	\$1,618.60	\$2,158.15	\$2,697.68	\$3,237.22
4.CY Bin	\$534.36	\$1,387.95	\$2,081.92	\$2,775.88	\$3,469.87	\$4,163.84
6.CY Bin	n/a	n/a	n/a	n/a	n/a	n/a
10.CY Roll-Off Container, per pull plus process or disposal rate	\$300.00	\$600.00	\$900.00	\$1,200.00	\$1,500.00	\$1,800.00
20.CY Roll-Off Container, per pull plus process or disposal rate	\$325.00	\$650.00	\$975.00	\$1,300.00	\$1,625.00	\$1,950.00
30.CY Roll-Off Container, per pull plus process or disposal rate	\$350.00	\$700.00	\$1,050.00	\$1,400.00	\$1,750.00	\$2,100.00
40.CY Roll-Off Container, per pull plus process or disposal rate	\$400.00	\$800.00	\$1,200.00	\$1,600.00	\$2,000.00	\$2,400.00
Industrial Yard Waste Only						
1.CY Bin	\$158.04	\$410.51	\$615.77	\$821.00	\$1,026.26	\$1,231.52
2.CY Bin	\$297.99	\$770.20	\$1,155.30	\$1,540.40	\$1,925.50	\$2,310.60
3.CY Bin	\$415.45	\$1,079.08	\$1,618.60	\$2,158.15	\$2,697.68	\$3,237.22
4.CY Bin	\$534.36	\$1,387.95	\$2,081.92	\$2,775.88	\$3,469.87	\$4,163.84
6.CY Bin	n/a	n/a	n/a	n/a	n/a	n/a
10.CY Roll-Off Container, per pull plus process or disposal rate	\$300.00	\$600.00	\$900.00	\$1,200.00	\$1,500.00	\$1,800.00
20.CY Roll-Off Container, per pull plus process or disposal rate	\$325.00	\$650.00	\$975.00	\$1,300.00	\$1,625.00	\$1,950.00
30.CY Roll-Off Container, per pull plus process or disposal rate	\$350.00	\$700.00	\$1,050.00	\$1,400.00	\$1,750.00	\$2,100.00
40.CY Roll-Off Container, per pull plus process or disposal rate	\$400.00	\$800.00	\$1,200.00	\$1,600.00	\$2,000.00	\$2,400.00
Construction and Demolition						
1.CY Bin	\$160.81	\$417.69	\$626.55	\$835.37	\$1,044.22	\$1,252.05
2.CY Bin	\$303.20	\$783.68	\$1,175.52	\$1,567.36	\$1,959.20	\$2,351.04
3.CY Bin	\$422.72	\$1,097.96	\$1,646.93	\$2,195.92	\$2,744.89	\$3,293.87
4.CY Bin	\$543.71	\$1,412.24	\$2,118.35	\$2,824.46	\$3,530.59	\$4,236.71
6.CY Bin	n/a	n/a	n/a	n/a	n/a	n/a
10.CY Roll-Off Container, per pull plus process or disposal rate	\$300.00	\$600.00	\$900.00	\$1,200.00	\$1,500.00	\$1,800.00
20.CY Roll-Off Container, per pull plus process or disposal rate	\$325.00	\$650.00	\$975.00	\$1,300.00	\$1,625.00	\$1,950.00
30.CY Roll-Off Container, per pull plus process or disposal rate	\$350.00	\$700.00	\$1,050.00	\$1,400.00	\$1,750.00	\$2,100.00
40.CY Roll-Off Container, per pull plus process or disposal rate	\$400.00	\$800.00	\$1,200.00	\$1,600.00	\$2,000.00	\$2,400.00
Industrial Other / Additional Services						
Service call back if unable to service	Per Occurrence	\$306.26				
Trip Charge/Dry Run	Per Occurrence	\$273.32				
(insert additional service or containers w/ frequency)	Per Occurrence	\$0.00				

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Proposer's Name:		Sonoma County Resource Recovery, LLC				
Form K, Tab D: Additional Services Maximum Service Rates						
Rate Schedule Effective 7/1/2025 (15-Year Term)						
Service Descriptions	Collection Frequency					
	1/week	2/week	3/week	4/week	5/week	6/week
	Push Rate (Monthly)					
Push Rate - 25 feet	\$29.89	\$62.02	\$93.03	\$124.04	\$155.05	\$186.07
Push Rate - 50 feet	\$59.75	\$123.98	\$185.97	\$247.96	\$309.95	\$371.94
Push Rate - 75 feet	\$89.64	\$186.00	\$279.00	\$372.01	\$465.01	\$558.01
Push Rate - 100 feet	\$121.83	\$252.80	\$379.20	\$505.59	\$631.99	\$758.39
Other Services			Roll-off Pull Rates <i>(Roll-off Containers billed on a per pull plus process or disposal rate)</i>			
Service Descriptions	Frequency	Proposed Rate				
Stinger / Scout Service Fee	Per Occurrence	n/a	10-Cubic-Yard Container per pull	Per Pull	\$571.22	
Locking Bin, Lock on Gate	Monthly	\$7.88	20-Cubic-Yard Container per pull	Per Pull	\$652.83	
Trip Charge/Dry Run	Per Occurrence	\$273.32	30-Cubic-Yard Container per pull	Per Pull	\$734.44	
Restart of Service (auto resume fee)	Per Occurrence	\$54.66	40-Cubic-Yard Container per pull	Per Pull	\$979.25	
Setup Fee	Per Occurrence	\$0.00				
Delivery Charge	Per Occurrence	\$0.00				
Delivery Charge Commercial Carts	Per Occurrence	\$0.00				
Removal	Per Occurrence	\$0.00				
Exchange Fee	Per Occurrence	\$27.16				
Recycling Contamination Fee	Per Occurrence	\$35.06				
Organics Contamination Fee	Per Occurrence	\$35.06				
Overage Fee	Per Occurrence	\$49.85				
Emergency Services (Section 20.01)	Per Occurrence	Per event plan				
Compactor per pull plus process or disposa	Per Occurrence	\$979.25				
Service call back if unable to service	Per Occurrence	\$306.26				
Additional bulky item pickup after two free	Per Occurrence	\$81.60				
Excess large item collection beyond four cu	Per Occurrence	\$40.80				

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Year Two, Effective 7/01/2026

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Proposer's Name:		Sonoma County Resource Recovery, LLC			
Form K, Tab A: Single-Family Dwelling Maximum Service Rates					
Rate Schedule Effective 7/1/2026 (15-Year Term)					
SFD Trash (Note: Trash rate includes bundled rates that include 96-Gallon Recycling and 96-Gallon Organic Waste)					
Service Descriptions	Billing Frequency	20-Gallon Service Rate	32-Gallon Service Rate	64-Gallon Service Rate	96-Gallon Service Rate
Standard Single-Family Automated Cart Service <i>(Trash, Recycling, Organic Waste)</i>	per month	\$20.10	\$35.14	\$64.13	\$107.03
Low-Income Cart Service <i>(Trash, Recycling, Organic Waste)</i>	per month	\$17.08	\$29.87	\$54.52	\$90.98
Additional Trash Cart	each cart	\$20.10	\$35.14	\$64.13	\$107.03
Additional Recycling Cart	each cart	n/a	n/a	n/a	\$32.47
Additional Organic Waste Cart	each cart	n/a	n/a	n/a	\$38.32
Restart of Service (Auto-Resume Fee)	per occurrence	\$61.64	\$61.64	\$61.64	\$61.64
Cart Delivery	per occurrence	\$0.00	\$0.00	\$0.00	\$0.00
Cart Removal	per occurrence	\$0.00	\$0.00	\$0.00	\$0.00
Cart Exchange	per occurrence	\$0.00	\$0.00	\$0.00	\$0.00
Residential Cart Replacement Fee	per occurrence	\$196.12	\$196.12	\$196.12	\$196.12
Additional cart exchange (after 1st)	per occurrence	\$30.63	\$30.63	\$30.63	\$30.63
Additional pick-up	per occurrence	\$38.74	\$38.74	\$38.74	\$38.74
Service call back for late cart placement	per occurrence	\$39.22	\$39.22	\$39.22	\$39.22
Extra bag fee	per occurrence	\$12.33	\$12.33	\$12.33	\$12.33

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Proposer's Name:		Sonoma County Resource Recovery, LLC				
Form K, Tab B: Multi-Family Dwelling Maximum Service Rates						
Rate Schedule Effective 7/1/2026 (15-Year Term)						
Multi-Family Trash (Note: Trash rate includes bundled rates that include 96-Gallon Recycling and 96-Gallon Organic Waste)						
Service Descriptions	Collection Frequency					
	1/week	2/week	3/week	4/week	5/week	6/week
32-Gallon Cart	\$55.54	\$111.07	\$166.61	\$222.15	\$277.68	\$333.22
64-Gallon Cart	\$74.58	\$149.15	\$223.73	\$298.30	\$372.88	\$447.46
96-Gallon Cart	\$108.95	\$217.91	\$326.86	\$435.82	\$544.77	\$653.73
1-CY Bin	\$419.68	\$736.68	\$1,061.37	\$1,427.10	\$1,793.82	\$2,160.55
2-CY Bin	\$498.52	\$962.09	\$1,265.20	\$1,824.03	\$2,266.45	\$2,708.86
3-CY Bin	\$695.07	\$1,346.54	\$1,924.86	\$2,504.97	\$3,088.72	\$3,861.59
4-CY Bin	\$786.98	\$1,727.35	\$2,477.92	\$3,256.67	\$3,962.38	\$4,707.62
6-CY Bin	\$1,115.18	\$2,072.83	\$3,047.84	\$4,038.27	\$5,111.47	\$6,119.91
Multi-family Dwelling Recycling (Additional Containers)						
32-Gallon Cart	n/a	n/a	n/a	n/a	n/a	n/a
64-Gallon Cart	n/a	n/a	n/a	n/a	n/a	n/a
96-Gallon Cart	\$65.88	\$131.76	\$197.64	\$263.52	\$329.40	\$395.28
1-CY Bin	\$122.71	\$317.09	\$475.67	\$634.21	\$792.76	\$951.31
2-CY Bin	\$266.98	\$689.87	\$999.51	\$1,379.84	\$1,724.79	\$2,069.80
3-CY Bin	\$432.85	\$1,063.77	\$1,520.64	\$1,978.92	\$2,440.09	\$3,050.66
4-CY Bin	\$598.68	\$1,364.61	\$1,957.55	\$2,572.77	\$3,130.28	\$3,719.02
6-CY Bin	\$800.90	\$1,678.99	\$2,499.23	\$3,311.38	\$4,242.52	\$5,140.73
Multi-family Dwelling Organic Waste (Green Waste and Food Waste) (Additional Containers)						
32-Gallon Cart	\$49.85	n/a	n/a	n/a	n/a	n/a
64-Gallon Cart	\$76.33	\$275.89	\$413.84	\$551.77	\$689.72	\$827.68
96-Gallon Cart	\$106.92	\$386.44	\$579.68	\$772.86	\$966.10	\$1,159.30
1-CY Bin	\$173.53	\$450.74	\$676.11	\$901.46	\$1,126.84	\$1,352.21
2-CY Bin	\$327.19	\$845.68	\$1,268.52	\$1,691.36	\$2,114.19	\$2,537.03
3-CY Bin	\$456.16	\$1,184.83	\$1,777.23	\$2,369.64	\$2,962.05	\$3,554.47
Multi-family Dwelling Yard Waste Only (if applicable) (Additional Containers)						
32-Gallon Cart	\$49.85	n/a	n/a	n/a	n/a	n/a
64-Gallon Cart	\$76.33	\$275.89	\$413.84	\$551.77	\$689.72	\$827.68
96-Gallon Cart	\$106.92	\$386.44	\$579.68	\$772.86	\$966.10	\$1,159.30
1-CY Bin	\$173.53	\$450.74	\$676.11	\$901.46	\$1,126.84	\$1,352.21
2-CY Bin	\$327.19	\$845.68	\$1,268.52	\$1,691.36	\$2,114.19	\$2,537.03
3-CY Bin	\$456.16	\$1,184.83	\$1,777.23	\$2,369.64	\$2,962.05	\$3,554.47
4-CY Bin	\$586.73	\$1,523.97	\$2,285.95	\$3,047.92	\$3,809.91	\$4,571.90
6-CY Bin	n/a	n/a	n/a	n/a	n/a	n/a
Multi-family Dwelling Food Waste Only (if applicable) (Additional Containers)						
32-Gallon Cart	n/a	n/a	n/a	n/a	n/a	n/a
64-Gallon Cart	\$119.29	\$308.31	\$462.46	\$616.61	\$770.75	\$924.92
96-Gallon Cart	\$167.03	\$431.62	\$647.42	\$863.22	\$1,079.02	\$1,294.84
1-CY Bin	\$213.95	\$555.72	\$833.59	\$1,111.44	\$1,389.30	\$1,667.16
2-CY Bin	\$406.32	\$1,055.38	\$1,583.05	\$2,110.78	\$2,638.45	\$3,166.15
Multi-Family Dwelling Other / Additional Services						
Cart/Bin Exchange/Steam Clean (each additional)	Per Occurrence	\$29.31				
Cart/Bin Replacement (no charge if company fault)	Per Occurrence	\$588.35				
(insert additional service or containers w/ frequency)	Per Occurrence	\$0.00				

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Proposer's Name:	Sonoma County Resource Recovery, LLC					
Form K, Tab C: Commercial Maximum Service Rates						
Rate Schedule Effective 7/1/2026 (15-Year Term)						
Commercial Trash (Note: Trash rate includes bundled rates that include 1x/week collection of 96-Gallon Recycling and 32-Gallon Organic Waste)						
Service Descriptions	Collection Frequency					
	1/week	2/week	3/week	4/week	5/week	6/week
32-Gallon Cart	\$55.54	\$111.07	\$166.61	\$222.15	\$277.68	\$333.22
64-Gallon Cart	\$74.58	\$149.15	\$223.73	\$298.30	\$372.88	\$447.46
96-Gallon Cart	\$108.95	\$217.91	\$326.86	\$435.82	\$544.77	\$653.73
1-CY Bin	\$419.68	\$736.68	\$1,061.37	\$1,427.10	\$1,793.82	\$2,160.55
2-CY Bin	\$498.52	\$962.09	\$1,265.20	\$1,824.03	\$2,266.45	\$2,708.86
3-CY Bin	\$695.07	\$1,346.54	\$1,924.86	\$2,504.97	\$3,088.72	\$3,861.59
4-CY Bin	\$786.98	\$1,727.35	\$2,477.92	\$3,256.67	\$3,962.38	\$4,707.62
6-CY Bin	\$1,115.18	\$2,072.83	\$3,047.84	\$4,038.27	\$5,111.47	\$6,119.91
Commercial Recycling (Additional Containers)						
32-Gallon Cart	n/a	n/a	n/a	n/a	n/a	n/a
64-Gallon Cart	n/a	n/a	n/a	n/a	n/a	n/a
96-Gallon Cart	\$65.88	\$131.76	\$197.64	\$263.52	\$329.40	\$395.28
1-CY Bin	\$122.71	\$317.09	\$475.67	\$634.21	\$792.76	\$951.31
2-CY Bin	\$266.98	\$689.87	\$999.51	\$1,379.84	\$1,724.79	\$2,069.80
3-CY Bin	\$432.85	\$1,063.77	\$1,520.64	\$1,978.92	\$2,440.09	\$3,050.66
4-CY Bin	\$598.68	\$1,364.61	\$1,957.55	\$2,572.77	\$3,130.28	\$3,719.02
6-CY Bin	\$800.90	\$1,678.99	\$2,499.23	\$3,311.38	\$4,242.52	\$5,140.73
Commercial Organic Waste (Green Waste and Food Waste) (Additional Containers)						
32-Gallon Cart	\$49.85	n/a	n/a	n/a	n/a	n/a
64-Gallon Cart	\$76.33	\$275.89	\$413.84	\$551.77	\$689.72	\$827.68
96-Gallon Cart	\$106.92	\$386.44	\$579.68	\$772.86	\$966.10	\$1,159.30
1-CY Bin	\$173.53	\$450.74	\$676.11	\$901.46	\$1,126.84	\$1,352.21
2-CY Bin	\$327.19	\$845.68	\$1,268.52	\$1,691.36	\$2,114.19	\$2,537.03
Commercial Yard Waste Only (if applicable) (Additional Containers)						
32-Gallon Cart	\$49.85	n/a	n/a	n/a	n/a	n/a
64-Gallon Cart	\$76.33	\$275.89	\$413.84	\$551.77	\$689.72	\$827.68
96-Gallon Cart	\$106.92	\$386.44	\$579.68	\$772.86	\$966.10	\$1,159.30
1-CY Bin	\$173.53	\$450.74	\$676.11	\$901.46	\$1,126.84	\$1,352.21
2-CY Bin	\$327.19	\$845.68	\$1,268.52	\$1,691.36	\$2,114.19	\$2,537.03
3-CY Bin	\$456.16	\$1,184.83	\$1,777.23	\$2,369.64	\$2,962.05	\$3,554.47
4-CY Bin	\$586.73	\$1,523.97	\$2,285.95	\$3,047.92	\$3,809.91	\$4,571.90
6-CY Bin	n/a	n/a	n/a	n/a	n/a	n/a
Commercial Food Waste Only (if applicable)						
32-Gallon Cart	n/a	n/a	n/a	n/a	n/a	n/a
64-Gallon Cart	\$119.29	\$308.31	\$462.46	\$616.61	\$770.75	\$924.92
96-Gallon Cart	\$167.03	\$431.62	\$647.42	\$863.22	\$1,079.02	\$1,294.84
1-CY Bin	\$213.95	\$555.72	\$833.59	\$1,111.44	\$1,389.30	\$1,667.16
2-CY Bin	\$406.32	\$1,055.38	\$1,583.05	\$2,110.78	\$2,638.45	\$3,166.15
Commercial Other / Additional Services						
Cart/Bin Exchange/Steam Clean (each additional)	Per Occurrence	\$29.31				
Cart/Bin Replacement (no charge if company fault)	Per Occurrence	\$588.35				
(insert additional service or containers w/ frequency)	Per Occurrence	\$0.00				

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Form K, Tab C: Industrial Maximum Service Rates						
Rate Schedule Effective 7/1/2026 (15-Year Term)						
Temporary Bin and Roll-Off Container Service						
Service Descriptions	Collection Frequency					
	1/week	2/week	3/week	4/week	5/week	6/week
Industrial Trash						
1-CY Bin	\$336.38	\$672.75	\$1,009.12	\$1,345.49	\$1,681.87	\$2,018.26
2-CY Bin	\$585.18	\$1,170.37	\$1,755.55	\$2,340.73	\$2,925.92	\$3,511.10
3-CY Bin	\$834.19	\$1,668.40	\$2,502.60	\$3,336.79	\$4,171.00	\$5,005.20
4-CY Bin	\$995.75	\$1,991.51	\$2,987.27	\$3,983.03	\$4,978.77	\$5,974.52
6-CY Bin	\$1,231.10	\$2,462.18	\$3,693.29	\$4,924.37	\$6,155.47	\$7,386.55
10-CY Roll-Off Container, per pull plus process or disposal rate	\$300.00	\$600.00	\$900.00	\$1,200.00	\$1,500.00	\$1,800.00
20-CY Roll-Off Container, per pull plus process or disposal rate	\$325.00	\$650.00	\$975.00	\$1,300.00	\$1,625.00	\$1,950.00
30-CY Roll-Off Container, per pull plus process or disposal rate	\$350.00	\$700.00	\$1,050.00	\$1,400.00	\$1,750.00	\$2,100.00
40-CY Roll-Off Container, per pull plus process or disposal rate	\$400.00	\$800.00	\$1,200.00	\$1,600.00	\$2,000.00	\$2,400.00
Industrial Recycling						
1-CY Bin	\$122.71	\$317.09	\$475.67	\$634.21	\$792.76	\$951.31
2-CY Bin	\$266.98	\$689.87	\$1,034.89	\$1,379.84	\$1,724.79	\$2,069.80
3-CY Bin	\$432.85	\$1,118.72	\$1,678.06	\$2,237.47	\$2,796.79	\$3,356.11
4-CY Bin	\$598.68	\$1,547.23	\$2,320.82	\$3,094.47	\$3,868.05	\$4,641.72
6-CY Bin	\$800.90	\$2,069.73	\$3,104.64	\$4,139.51	\$5,174.37	\$6,209.24
10-CY Roll-Off Container, per pull plus process or disposal rate	\$300.00	\$600.00	\$900.00	\$1,200.00	\$1,500.00	\$1,800.00
20-CY Roll-Off Container, per pull plus process or disposal rate	\$325.00	\$650.00	\$975.00	\$1,300.00	\$1,625.00	\$1,950.00
30-CY Roll-Off Container, per pull plus process or disposal rate	\$350.00	\$700.00	\$1,050.00	\$1,400.00	\$1,750.00	\$2,100.00
40-CY Roll-Off Container, per pull plus process or disposal rate	\$400.00	\$800.00	\$1,200.00	\$1,600.00	\$2,000.00	\$2,400.00
Industrial Organic Waste (Green Waste and Food Waste)						
1-CY Bin	\$173.53	\$450.74	\$676.11	\$901.46	\$1,126.84	\$1,352.21
2-CY Bin	\$327.19	\$845.68	\$1,268.52	\$1,691.36	\$2,114.19	\$2,537.03
3-CY Bin	\$456.16	\$1,184.83	\$1,777.23	\$2,369.64	\$2,962.05	\$3,554.47
4-CY Bin	\$586.73	\$1,523.97	\$2,285.95	\$3,047.92	\$3,809.91	\$4,571.90
6-CY Bin	n/a	n/a	n/a	n/a	n/a	n/a
10-CY Roll-Off Container, per pull plus process or disposal rate	\$300.00	\$600.00	\$900.00	\$1,200.00	\$1,500.00	\$1,800.00
20-CY Roll-Off Container, per pull plus process or disposal rate	\$325.00	\$650.00	\$975.00	\$1,300.00	\$1,625.00	\$1,950.00
30-CY Roll-Off Container, per pull plus process or disposal rate	\$350.00	\$700.00	\$1,050.00	\$1,400.00	\$1,750.00	\$2,100.00
40-CY Roll-Off Container, per pull plus process or disposal rate	\$400.00	\$800.00	\$1,200.00	\$1,600.00	\$2,000.00	\$2,400.00
Industrial Yard Waste Only						
1-CY Bin	\$173.53	\$450.74	\$676.11	\$901.46	\$1,126.84	\$1,352.21
2-CY Bin	\$327.19	\$845.68	\$1,268.52	\$1,691.36	\$2,114.19	\$2,537.03
3-CY Bin	\$456.16	\$1,184.83	\$1,777.23	\$2,369.64	\$2,962.05	\$3,554.47
4-CY Bin	\$586.73	\$1,523.97	\$2,285.95	\$3,047.92	\$3,809.91	\$4,571.90
6-CY Bin	n/a	n/a	n/a	n/a	n/a	n/a
10-CY Roll-Off Container, per pull plus process or disposal rate	\$300.00	\$600.00	\$900.00	\$1,200.00	\$1,500.00	\$1,800.00
20-CY Roll-Off Container, per pull plus process or disposal rate	\$325.00	\$650.00	\$975.00	\$1,300.00	\$1,625.00	\$1,950.00
30-CY Roll-Off Container, per pull plus process or disposal rate	\$350.00	\$700.00	\$1,050.00	\$1,400.00	\$1,750.00	\$2,100.00
40-CY Roll-Off Container, per pull plus process or disposal rate	\$400.00	\$800.00	\$1,200.00	\$1,600.00	\$2,000.00	\$2,400.00
Construction and Demolition						
1-CY Bin	\$176.57	\$458.62	\$687.95	\$917.24	\$1,146.55	\$1,374.75
2-CY Bin	\$332.91	\$860.48	\$1,290.72	\$1,720.96	\$2,151.20	\$2,581.44
3-CY Bin	\$464.15	\$1,205.56	\$1,808.33	\$2,411.12	\$3,013.89	\$3,616.67
4-CY Bin	\$596.99	\$1,550.64	\$2,325.95	\$3,101.26	\$3,876.59	\$4,651.91
6-CY Bin	n/a	n/a	n/a	n/a	n/a	n/a
10-CY Roll-Off Container, per pull plus process or disposal rate	\$300.00	\$600.00	\$900.00	\$1,200.00	\$1,500.00	\$1,800.00
20-CY Roll-Off Container, per pull plus process or disposal rate	\$325.00	\$650.00	\$975.00	\$1,300.00	\$1,625.00	\$1,950.00
30-CY Roll-Off Container, per pull plus process or disposal rate	\$350.00	\$700.00	\$1,050.00	\$1,400.00	\$1,750.00	\$2,100.00
40-CY Roll-Off Container, per pull plus process or disposal rate	\$400.00	\$800.00	\$1,200.00	\$1,600.00	\$2,000.00	\$2,400.00
Industrial Other / Additional Services						
Service call back if unable to service	Per Occurrence	\$336.27				
Trip Charge/Dry Run	Per Occurrence	\$300.11				
(insert additional service or containers w/ frequency)	Per Occurrence	\$0.00				

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Proposer's Name:		Sonoma County Resource Recovery, LLC				
Form K, Tab D: Additional Services Maximum Service Rates						
Rate Schedule Effective 7/1/2026 (15-Year Term)						
Service Descriptions	Collection Frequency					
	1/week	2/week	3/week	4/week	5/week	6/week
Push Rate (Monthly)						
Push Rate - 25 feet	\$33.17	\$68.83	\$103.25	\$137.66	\$172.08	\$206.50
Push Rate - 50 feet	\$66.31	\$137.59	\$206.39	\$275.19	\$343.99	\$412.78
Push Rate - 75 feet	\$99.48	\$206.43	\$309.64	\$412.85	\$516.07	\$619.28
Push Rate - 100 feet	\$135.21	\$280.55	\$420.83	\$561.11	\$701.39	\$841.66
Other Services			Roll-off Pull Rates			
Service Descriptions	Frequency	Proposed Rate	<i>(Roll-off Containers billed on a per pull plus process or disposal rate)</i>			
Stinger / Scout Service Fee	Per Occurrence	n/a	10-Cubic-Yard Container per pull	Per Pull	\$627.20	
Locking Bin, Lock on Gate	Monthly	\$8.65	20-Cubic-Yard Container per pull	Per Pull	\$716.81	
Trip Charge/Dry Run	Per Occurrence	\$300.11	30-Cubic-Yard Container per pull	Per Pull	\$806.42	
Restart of Service (auto resume fee)	Per Occurrence	\$60.02	40-Cubic-Yard Container per pull	Per Pull	\$1,075.22	
Setup Fee	Per Occurrence	\$0.00				
Delivery Charge	Per Occurrence	\$0.00				
Delivery Charge Commercial Carts	Per Occurrence	\$0.00				
Removal	Per Occurrence	\$0.00				
Exchange Fee	Per Occurrence	\$29.82				
Recycling Contamination Fee	Per Occurrence	\$38.50				
Organics Contamination Fee	Per Occurrence	\$38.50				
Overage Fee	Per Occurrence	\$54.74				
Emergency Services (Section 20.01)	Per Occurrence	Per event plan				
Compactor per pull plus process or disposa	Per Occurrence	\$1,075.22				
Service call back if unable to service	Per Occurrence	\$336.27				
Additional bulky item pickup after two free	Per Occurrence	\$89.60				
Overage Fee Bins	Per Yard	\$38.50				
Excess large item collection beyond four cu	Per Occurrence	\$44.80				

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Year Three, Effective 7/01/2027

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Proposer's Name:		Sonoma County Resource Recovery, LLC			
Form K, Tab A: Single-Family Dwelling Maximum Service Rates					
Rate Schedule Effective 7/01/2027 (15-Year Term)					
SFD Trash (Note: Trash rate includes bundled rates that include 96-Gallon Recycling and 96-Gallon Organic Waste)					
Service Descriptions	Billing Frequency	20-Gallon Service Rate	32-Gallon Service Rate	64-Gallon Service Rate	96-Gallon Service Rate
Standard Single-Family Automated Cart Service <i>(Trash, Recycling, Organic Waste)</i>	per month	\$22.07	\$38.58	\$70.42	\$117.52
Low-Income Cart Service <i>(Trash, Recycling, Organic Waste)</i>	per month	\$18.76	\$32.79	\$59.86	\$99.90
Additional Trash Cart	each cart	\$22.07	\$38.58	\$70.42	\$117.52
Additional Recycling Cart	each cart	n/a	n/a	n/a	\$35.65
Additional Organic Waste Cart	each cart	n/a	n/a	n/a	\$42.08
Restart of Service (Auto-Resume Fee)	per occurrence	\$67.68	\$67.68	\$67.68	\$67.68
Cart Delivery	per occurrence	\$0.00	\$0.00	\$0.00	\$0.00
Cart Removal	per occurrence	\$0.00	\$0.00	\$0.00	\$0.00
Cart Exchange	per occurrence	\$0.00	\$0.00	\$0.00	\$0.00
Residential Cart Replacement Fee	per occurrence	\$215.34	\$215.34	\$215.34	\$215.34
Additional cart exchange (after 1st)	per occurrence	\$33.63	\$33.63	\$33.63	\$33.63
Additional pick-up	per occurrence	\$42.54	\$42.54	\$42.54	\$42.54
Service call back for late cart placement	per occurrence	\$43.06	\$43.06	\$43.06	\$43.06
Extra bag fee	per occurrence	\$13.53	\$13.53	\$13.53	\$13.53

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Proposer's Name:		Sonoma County Resource Recovery, LLC				
Form K, Tab B: Multi-Family Dwelling Maximum Service Rates						
Rate Schedule Effective 7/1/2027 (15-Year Term)						
Multi-Family Trash (Note: Trash rate includes bundled rates that include 96-Gallon Recycling and 96-Gallon Organic Waste)						
Service Descriptions	Collection Frequency					
	1/week	2/week	3/week	4/week	5/week	6/week
32-Gallon Cart	\$60.98	\$121.96	\$182.94	\$243.92	\$304.90	\$365.88
64-Gallon Cart	\$81.88	\$163.77	\$245.65	\$327.54	\$409.42	\$491.31
96-Gallon Cart	\$119.63	\$239.26	\$358.90	\$478.53	\$598.16	\$717.79
1-CY Bin	\$460.81	\$808.88	\$1,165.39	\$1,566.96	\$1,969.62	\$2,372.28
2-CY Bin	\$547.38	\$1,056.37	\$1,389.19	\$2,002.79	\$2,488.56	\$2,974.33
3-CY Bin	\$763.18	\$1,478.50	\$2,113.49	\$2,750.45	\$3,391.41	\$4,240.03
4-CY Bin	\$864.10	\$1,896.63	\$2,720.75	\$3,575.82	\$4,350.69	\$5,168.97
6-CY Bin	\$1,224.47	\$2,275.96	\$3,346.53	\$4,434.02	\$5,612.39	\$6,719.66
Multi-family Dwelling Recycling (Additional Containers)						
32-Gallon Cart	n/a	n/a	n/a	n/a	n/a	n/a
64-Gallon Cart	n/a	n/a	n/a	n/a	n/a	n/a
96-Gallon Cart	\$72.34	\$144.67	\$217.01	\$289.34	\$361.68	\$434.02
1-CY Bin	\$134.74	\$348.16	\$522.29	\$696.37	\$870.45	\$1,044.54
2-CY Bin	\$293.14	\$757.48	\$1,097.46	\$1,515.06	\$1,893.82	\$2,272.64
3-CY Bin	\$475.27	\$1,168.02	\$1,669.66	\$2,172.86	\$2,679.22	\$3,349.62
4-CY Bin	\$657.35	\$1,498.34	\$2,149.40	\$2,824.90	\$3,437.05	\$4,083.49
6-CY Bin	\$879.38	\$1,843.53	\$2,744.15	\$3,635.89	\$4,658.29	\$5,644.52
Multi-family Dwelling Organic Waste (Green Waste and Food Waste) (Additional Containers)						
32-Gallon Cart	\$54.73	n/a	n/a	n/a	n/a	n/a
64-Gallon Cart	\$83.81	\$302.92	\$454.40	\$605.84	\$757.32	\$908.79
96-Gallon Cart	\$117.40	\$424.31	\$636.49	\$848.60	\$1,060.78	\$1,272.92
1-CY Bin	\$190.54	\$494.91	\$742.37	\$989.81	\$1,237.27	\$1,484.73
2-CY Bin	\$359.26	\$928.55	\$1,392.83	\$1,857.11	\$2,321.39	\$2,785.66
3-CY Bin	\$500.86	\$1,300.95	\$1,951.40	\$2,601.87	\$3,252.33	\$3,902.80
Multi-family Dwelling Yard Waste Only (if applicable) (Additional Containers)						
32-Gallon Cart	\$54.73	n/a	n/a	n/a	n/a	n/a
64-Gallon Cart	\$83.81	\$302.92	\$454.40	\$605.84	\$757.32	\$908.79
96-Gallon Cart	\$117.40	\$424.31	\$636.49	\$848.60	\$1,060.78	\$1,272.92
1-CY Bin	\$190.54	\$494.91	\$742.37	\$989.81	\$1,237.27	\$1,484.73
2-CY Bin	\$359.26	\$928.55	\$1,392.83	\$1,857.11	\$2,321.39	\$2,785.66
3-CY Bin	\$500.86	\$1,300.95	\$1,951.40	\$2,601.87	\$3,252.33	\$3,902.80
4-CY Bin	\$644.23	\$1,673.31	\$2,509.97	\$3,346.62	\$4,183.29	\$5,019.94
6-CY Bin	n/a	n/a	n/a	n/a	n/a	n/a
Multi-family Dwelling Food Waste Only (if applicable) (Additional Containers)						
32-Gallon Cart	n/a	n/a	n/a	n/a	n/a	n/a
64-Gallon Cart	\$130.99	\$338.52	\$507.78	\$677.04	\$846.29	\$1,015.56
96-Gallon Cart	\$183.39	\$473.92	\$710.86	\$947.82	\$1,184.76	\$1,421.74
1-CY Bin	\$234.92	\$610.18	\$915.28	\$1,220.36	\$1,525.46	\$1,830.54
2-CY Bin	\$446.14	\$1,158.80	\$1,738.19	\$2,317.63	\$2,897.02	\$3,476.44
Multi-Family Dwelling Other / Additional Services						
Cart/Bin Exchange/Steam Clean (each additional)	Per Occurrence	\$32.18				
Cart/Bin Replacement (no charge if company fault)	Per Occurrence	\$646.01				
(Insert additional service or containers w/ frequency)	Per Occurrence	\$0.00				

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Proposer's Name:		Sonoma County Resource Recovery, LLC				
Form K, Tab C: Commercial Maximum Service Rates						
Rate Schedule Effective 7/1/2027 (15-Year Term)						
Commercial Trash (Note: Trash rate includes bundled rates that include 1x/week collection of 96-Gallon Recycling and 32-Gallon Organic Waste)						
Service Descriptions	Collection Frequency					
	1/week	2/week	3/week	4/week	5/week	6/week
32-Gallon Cart	\$60.98	\$121.96	\$182.94	\$243.92	\$304.90	\$365.88
64-Gallon Cart	\$81.88	\$163.77	\$245.65	\$327.54	\$409.42	\$491.31
96-Gallon Cart	\$119.63	\$239.26	\$358.90	\$478.53	\$598.16	\$717.79
1-CY Bin	\$460.81	\$808.88	\$1,165.39	\$1,566.96	\$1,969.62	\$2,372.28
2-CY Bin	\$547.38	\$1,056.37	\$1,389.19	\$2,002.79	\$2,488.56	\$2,974.33
3-CY Bin	\$763.18	\$1,478.50	\$2,113.49	\$2,750.45	\$3,391.41	\$4,240.03
4-CY Bin	\$864.10	\$1,896.63	\$2,720.75	\$3,575.82	\$4,350.69	\$5,168.97
6-CY Bin	\$1,224.47	\$2,275.96	\$3,346.53	\$4,434.02	\$5,612.39	\$6,719.66
Commercial Recycling (Additional Containers)						
32-Gallon Cart	n/a	n/a	n/a	n/a	n/a	n/a
64-Gallon Cart	n/a	n/a	n/a	n/a	n/a	n/a
96-Gallon Cart	\$72.34	\$144.67	\$217.01	\$289.34	\$361.68	\$434.02
1-CY Bin	\$134.74	\$348.16	\$522.29	\$696.37	\$870.45	\$1,044.54
2-CY Bin	\$293.14	\$757.48	\$1,097.46	\$1,515.06	\$1,893.82	\$2,272.64
3-CY Bin	\$475.27	\$1,168.02	\$1,669.66	\$2,172.86	\$2,679.22	\$3,349.62
4-CY Bin	\$657.35	\$1,498.34	\$2,149.40	\$2,824.90	\$3,437.05	\$4,083.49
6-CY Bin	\$879.38	\$1,843.53	\$2,744.15	\$3,635.89	\$4,658.29	\$5,644.52
Commercial Organic Waste (Green Waste and Food Waste) (Additional Containers)						
32-Gallon Cart	\$54.73	n/a	n/a	n/a	n/a	n/a
64-Gallon Cart	\$83.81	\$302.92	\$454.40	\$605.84	\$757.32	\$908.79
96-Gallon Cart	\$117.40	\$424.31	\$636.49	\$848.60	\$1,060.78	\$1,272.92
1-CY Bin	\$190.54	\$494.91	\$742.37	\$989.81	\$1,237.27	\$1,484.73
2-CY Bin	\$359.26	\$928.55	\$1,392.83	\$1,857.11	\$2,321.39	\$2,785.66
Commercial Yard Waste Only (if applicable) (Additional Containers)						
32-Gallon Cart	\$54.73	n/a	n/a	n/a	n/a	n/a
64-Gallon Cart	\$83.81	\$302.92	\$454.40	\$605.84	\$757.32	\$908.79
96-Gallon Cart	\$117.40	\$424.31	\$636.49	\$848.60	\$1,060.78	\$1,272.92
1-CY Bin	\$190.54	\$494.91	\$742.37	\$989.81	\$1,237.27	\$1,484.73
2-CY Bin	\$359.26	\$928.55	\$1,392.83	\$1,857.11	\$2,321.39	\$2,785.66
3-CY Bin	\$500.86	\$1,300.95	\$1,951.40	\$2,601.87	\$3,252.33	\$3,902.80
4-CY Bin	\$644.23	\$1,673.31	\$2,509.97	\$3,346.62	\$4,183.29	\$5,019.94
6-CY Bin	n/a	n/a	n/a	n/a	n/a	n/a
Commercial Food Waste Only (if applicable)						
32-Gallon Cart	n/a	n/a	n/a	n/a	n/a	n/a
64-Gallon Cart	\$130.99	\$338.52	\$507.78	\$677.04	\$846.29	\$1,015.56
96-Gallon Cart	\$183.39	\$473.92	\$710.86	\$947.82	\$1,184.76	\$1,421.74
1-CY Bin	\$234.92	\$610.18	\$915.28	\$1,220.36	\$1,525.46	\$1,830.54
2-CY Bin	\$446.14	\$1,158.80	\$1,738.19	\$2,317.63	\$2,897.02	\$3,476.44
Commercial Other / Additional Services						
Cart/Bin Exchange/Steam Clean (each additional	Per Occurrence	\$32.18				
Cart/Bin Replacement (no charge if company fault)	Per Occurrence	\$642.53				
(insert additional service or containers w/ frequen	Per Occurrence	\$0.00				

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Form K, Tab C: Industrial Maximum Service Rates						
Rate Schedule Effective 7/1/2027 (15-Year Term)						
Temporary Bin and Roll-Off Container Service						
Service Descriptions	Collection Frequency					
	1/week	2/week	3/week	4/week	5/week	6/week
Industrial Trash						
1.CY Bin	\$369.35	\$738.68	\$1,108.02	\$1,477.35	\$1,846.70	\$2,216.05
2.CY Bin	\$642.53	\$1,285.06	\$1,927.59	\$2,570.13	\$3,212.66	\$3,855.19
3.CY Bin	\$915.94	\$1,831.90	\$2,747.85	\$3,663.79	\$4,579.75	\$5,495.71
4.CY Bin	\$1,093.34	\$2,186.68	\$3,280.03	\$4,373.36	\$5,466.69	\$6,560.03
6.CY Bin	\$1,351.75	\$2,703.48	\$4,055.23	\$5,406.95	\$6,758.70	\$8,110.43
10.CY Roll-Off Container, per pull plus processing or disposal rate	\$300.00	\$600.00	\$900.00	\$1,200.00	\$1,500.00	\$1,800.00
20.CY Roll-Off Container, per pull plus processing or disposal rate	\$325.00	\$650.00	\$975.00	\$1,300.00	\$1,625.00	\$1,950.00
30.CY Roll-Off Container, per pull plus processing or disposal rate	\$350.00	\$700.00	\$1,050.00	\$1,400.00	\$1,750.00	\$2,100.00
40.CY Roll-Off Container, per pull plus processing or disposal rate	\$400.00	\$800.00	\$1,200.00	\$1,600.00	\$2,000.00	\$2,400.00
Industrial Recycling						
1.CY Bin	\$134.74	\$348.16	\$522.29	\$696.37	\$870.45	\$1,044.54
2.CY Bin	\$293.14	\$757.48	\$1,136.31	\$1,515.06	\$1,893.82	\$2,272.64
3.CY Bin	\$475.27	\$1,228.35	\$1,842.51	\$2,456.74	\$3,070.87	\$3,685.01
4.CY Bin	\$657.35	\$1,698.86	\$2,548.26	\$3,397.72	\$4,247.11	\$5,096.60
6.CY Bin	\$879.38	\$2,272.57	\$3,408.89	\$4,545.18	\$5,681.46	\$6,817.75
10.CY Roll-Off Container, per pull plus processing or disposal rate	\$300.00	\$600.00	\$900.00	\$1,200.00	\$1,500.00	\$1,800.00
20.CY Roll-Off Container, per pull plus processing or disposal rate	\$325.00	\$650.00	\$975.00	\$1,300.00	\$1,625.00	\$1,950.00
30.CY Roll-Off Container, per pull plus processing or disposal rate	\$350.00	\$700.00	\$1,050.00	\$1,400.00	\$1,750.00	\$2,100.00
40.CY Roll-Off Container, per pull plus processing or disposal rate	\$400.00	\$800.00	\$1,200.00	\$1,600.00	\$2,000.00	\$2,400.00
Industrial Organic Waste (Green Waste and Food Waste)						
1.CY Bin	\$190.54	\$494.91	\$742.37	\$989.81	\$1,237.27	\$1,484.73
2.CY Bin	\$359.26	\$928.55	\$1,392.83	\$1,857.11	\$2,321.39	\$2,785.66
3.CY Bin	\$500.86	\$1,300.95	\$1,951.40	\$2,601.87	\$3,252.33	\$3,902.80
4.CY Bin	\$644.23	\$1,673.31	\$2,509.97	\$3,346.62	\$4,183.29	\$5,019.94
6.CY Bin	n/a	n/a	n/a	n/a	n/a	n/a
10.CY Roll-Off Container, per pull plus processing or disposal rate	\$300.00	\$600.00	\$900.00	\$1,200.00	\$1,500.00	\$1,800.00
20.CY Roll-Off Container, per pull plus processing or disposal rate	\$325.00	\$650.00	\$975.00	\$1,300.00	\$1,625.00	\$1,950.00
30.CY Roll-Off Container, per pull plus processing or disposal rate	\$350.00	\$700.00	\$1,050.00	\$1,400.00	\$1,750.00	\$2,100.00
40.CY Roll-Off Container, per pull plus processing or disposal rate	\$400.00	\$800.00	\$1,200.00	\$1,600.00	\$2,000.00	\$2,400.00
Industrial Yard Waste Only						
1.CY Bin	\$190.54	\$494.91	\$742.37	\$989.81	\$1,237.27	\$1,484.73
2.CY Bin	\$359.26	\$928.55	\$1,392.83	\$1,857.11	\$2,321.39	\$2,785.66
3.CY Bin	\$500.86	\$1,300.95	\$1,951.40	\$2,601.87	\$3,252.33	\$3,902.80
4.CY Bin	\$644.23	\$1,673.31	\$2,509.97	\$3,346.62	\$4,183.29	\$5,019.94
6.CY Bin	n/a	n/a	n/a	n/a	n/a	n/a
10.CY Roll-Off Container, per pull plus processing or disposal rate	\$300.00	\$600.00	\$900.00	\$1,200.00	\$1,500.00	\$1,800.00
20.CY Roll-Off Container, per pull plus processing or disposal rate	\$325.00	\$650.00	\$975.00	\$1,300.00	\$1,625.00	\$1,950.00
30.CY Roll-Off Container, per pull plus processing or disposal rate	\$350.00	\$700.00	\$1,050.00	\$1,400.00	\$1,750.00	\$2,100.00
40.CY Roll-Off Container, per pull plus processing or disposal rate	\$400.00	\$800.00	\$1,200.00	\$1,600.00	\$2,000.00	\$2,400.00
Construction and Demolition						
1.CY Bin	\$193.87	\$503.57	\$755.37	\$1,007.13	\$1,258.92	\$1,509.48
2.CY Bin	\$365.54	\$944.81	\$1,417.21	\$1,889.62	\$2,362.02	\$2,834.42
3.CY Bin	\$509.63	\$1,323.70	\$1,985.55	\$2,647.41	\$3,309.25	\$3,971.10
4.CY Bin	\$655.50	\$1,702.60	\$2,553.89	\$3,405.18	\$4,256.49	\$5,107.79
6.CY Bin	n/a	n/a	n/a	n/a	n/a	n/a
10.CY Roll-Off Container, per pull plus processing or disposal rate	\$300.00	\$600.00	\$900.00	\$1,200.00	\$1,500.00	\$1,800.00
20.CY Roll-Off Container, per pull plus processing or disposal rate	\$325.00	\$650.00	\$975.00	\$1,300.00	\$1,625.00	\$1,950.00
30.CY Roll-Off Container, per pull plus processing or disposal rate	\$350.00	\$700.00	\$1,050.00	\$1,400.00	\$1,750.00	\$2,100.00
40.CY Roll-Off Container, per pull plus processing or disposal rate	\$400.00	\$800.00	\$1,200.00	\$1,600.00	\$2,000.00	\$2,400.00
Industrial Other / Additional Services						
Service call back if unable to service	Per Occurrence	\$369.23				
Trip Charge/Dry Run	Per Occurrence	\$329.52				
(Insert additional service or containers w/ frequency)	Per Occurrence	\$0.00				

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Proposer's Name:		Sonoma County Resource Recovery, LLC				
Form K, Tab D: Additional Services Maximum Service Rates						
Rate Schedule Effective 7/1/2027 (15-Year Term)						
Service Descriptions	Collection Frequency					
	1/week	2/week	3/week	4/week	5/week	6/week
	Push Rate (Monthly)					
Push Rate - 25 feet	\$36.04	\$74.77	\$112.16	\$149.55	\$186.93	\$224.32
Push Rate - 50 feet	\$72.03	\$149.47	\$224.21	\$298.94	\$373.68	\$448.42
Push Rate - 75 feet	\$108.07	\$224.25	\$336.37	\$448.49	\$560.61	\$672.74
Push Rate - 100 feet	\$146.88	\$304.77	\$457.16	\$609.55	\$761.93	\$914.32
Other Services			Roll-off Pull Rates <i>(Roll-off Containers billed on a per pull plus process or disposal rate)</i>			
Service Descriptions	Frequency	Proposed Rate				
Stinger / Scout Service Fee	Per Occurrence	n/a	10-Cubic-Yard Container per pull	Per Pull	\$688.67	
Locking Bin, Lock on Gate	Monthly	\$9.50	20-Cubic-Yard Container per pull	Per Pull	\$787.05	
Trip Charge/Dry Run	Per Occurrence	\$329.52	30-Cubic-Yard Container per pull	Per Pull	\$885.44	
Restart of Service (auto resume fee)	Per Occurrence	\$65.90	40-Cubic-Yard Container per pull	Per Pull	\$1,180.59	
Setup Fee	Per Occurrence	\$0.00				
Delivery Charge	Per Occurrence	\$0.00				
Delivery Charge Commercial Carts	Per Occurrence	\$0.00				
Removal	Per Occurrence	\$0.00				
Exchange Fee	Per Occurrence	\$32.74				
Recycling Contamination Fee	Per Occurrence	\$42.27				
Organics Contamination Fee	Per Occurrence	\$42.27				
Overage Fee	Per Occurrence	\$60.10				
Emergency Services (Section 20.01)	Per Occurrence	Per event plan				
Compactor per pull plus process or disposa	Per Occurrence	\$1,180.59				
Service call back if unable to service	Per Occurrence	\$369.23				
Additional bulky item pickup after two free	Per Occurrence	\$98.38				
Overage Fee Bins	Per Yard	\$42.27				
Excess large item collection beyond four cu	Per Occurrence	\$49.19				

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Exhibit 2

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List of City Facilities and Service Levels

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Contractor shall provide Containers for and Collection of Garbage, Recyclable Materials, and Organic Waste for all City facilities identified below in this exhibit.

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Contractor shall also provide Collection of Garbage, Recyclable Materials, and/or Organic Waste contained in City-owned Containers located throughout the City, including City cans in downtown areas and bus stops. Servicing of all City facilities and Containers shall be provided at no additional charge to the City.

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).

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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

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ID	Task	Point of Contact Team Members	Start Date	End Date	Comments
1	Contract Negotiations	Kevin Walbridge	28-Aug	19-Dec	Implementation team members will be actively engaged as appropriate.
1.1	Contractor Award		15-Oct	-	
1.2	Contract Finalization		13-Dec	20-Dec	
Related Task	Prepare Coordination Schedule + Agenda	Nicole Rinauro Alissa Johnson	01-Dec	-	With City input.
1	Total Elapsed Time			13 weeks	
2	General Business	Roger Williams	16-Oct	14-Jan	Roger will ensure everything is in process during this time.
2.1	Funding Applications				
2.2	Performance Bond				
2.3	Insurance				Execution dates TBD based on need.
	Total Elapsed Time			1 month	
3	Service Plans	Kevin Walbridge Geoff Harrison	01-Dec	01-Jan	Develop based on investigation.
3.1	Outgoing Hauler Coordination	- Kevin Walbridge Geoff Harrison	01-Jan	01-May	Request account database, develop plans.
3.2	Update Assumptions - Operational	Roger Williams	01-Nov	01-July	Productivity/pro forma model
3.2	Update Equipment	Geoff Harrison	01-Nov	01-June	Update container orders on rolling basis
3.3	Build/Update Database	Alissa Johnson	01-Feb	01-June	Check validity of outgoing hauler database or build new one. Refresh.
3.4	Recycling Assessments	Opportunity Alissa Johnson Amanda Rivers	05-May	12-June	Meet with all commercial/MFD customers.
3.5	Container Delivery	Geoff Harrison	01-Nov	01-June	Update plans on rolling basis.
3.6	Route Design	Geoff Harrison	01-Feb	05-June	Submit for approval.
	Total Elapsed Time			7 months	
4	Equipment	Kevin Walbridge Geoff Harrison	01-Nov	01-May	
4.1	Vehicle Procurement	Kevin Walbridge	01-Nov	01-May	Place and monitor through registration and possession.
4.2	Container Procurement	Geoff Harrison Alissa Johnson	01-Dec	05-June	Update orders rolling basis.
4.3	Residential Container Deployment	Geoff Harrison	01-May	01-July	Coordinate with outgoing hauler.
4.4	Commercial Container Deployment	Geoff Harrison	01-May	01-July	Coordinate with outgoing hauler.
	Total Elapsed Time			8 months	

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ID	Task	Point of Contact Team Members	Start Date	End Date	Comments
5	Employee Hiring and Training	Geoff Harrison Alissa Johnson	01-May	15-June	Execute on comprehensive hiring and training plans
5.1	Worker Outreach	Geoff Harrison	01-Apr	01-May	Displaced worker list and plans.
5.2	Job Fairs	Geoff Harrison	24-May	25-May	Provide information to displaced workers.
5.3	Job Offers	Geoff Harrison	30-May	-	Extend offers to qualified displaced workers.
5.4	Recruitment	Alissa Johnson	21-May	30-May	Recruit local personnel for open/ unfilled positions.
5.5	Employee Orientation and Training	Geoff Harrison Alissa Johnson	01-June	30-June	Multiple trainings as described.
Total Elapsed Time			5 months		
6	Education and Outreach	Alissa Johnson	01-June	Ongoing	Refresh annually.
6.1	Website Improvement	Alissa Johnson	01-June	Ongoing	Update website. Sync site updates with pertinent activities.
6.2	Messaging Development	Alissa Johnson Nicole Rinauro	01-Apr	22-Apr	Work with City to develop theme and overarching message.
6.3	Collateral Development	Materials Alissa Johnson	01-Apr	01-Jun	Develop, print initial and ongoing outreach materials.
6.4	Materials Distribution:	Alissa Johnson	01-May	Ongoing	Beginning with event attendance, materials will be distributed on an agreed upon schedule through the operations start date. All materials tailored to generator type.
	- Introductory Information				
	- Container Labels + Signage				
	- Service Guidelines				
	- Notices				
	- Advertising				
	- Newsletter				
Total Elapsed Time			Ongoing		

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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.

Item		Amount if Not Cured in 30 Days (unless otherwise specified)	If Cured
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)	
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

Item		Amount if Not Cured in 30 Days (unless otherwise specified)	If Cured
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
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

12/31/2024

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Exhibit 6
City of Sebastopol
CUSTOMER SERVICE PROGRAM PLAN

CONTRACTOR will provide excellent customer service with professionalism and courtesy from our Customer Service Representatives (CSRs), drivers, and management staff.

Customer Service Call Center Location and Hours

CONTRACTOR's Customer Service Call Center will be located at 10611 Old Redwood Hwy, Windsor, CA 95492. The Call Center facilitates customer service operations, and communication between CSRs, operations staff, customers, and CITY staff. We will be open Monday through Friday 8:00am to 5:00pm. When New Year's Day, Fourth of July, Labor Day, Thanksgiving Day, or Christmas Day fall during the week, and services are performed on the proceeding Saturday, SCRR staff will check phone messages every hour from 9:00am to 5:00pm to address customer needs. If applicable, customers will receive a return phone call that day to resolve service issues.

Training

The CSR Training Program ensures CSRs understand why and how to make service delivery decisions. Our lead CSR is responsible for most of the training for new CSR's. Customer service training is conducted annually and as needed throughout the contract term. CSRs are required to demonstrate comprehension of all of customer service operations, collection services, rates, and other pertinent information, specific to the CITY. CSR customer interaction is monitored for quality control and coaching purposes.

General Protocols

Upon call receipt, the CSR opens the conversation with a friendly introduction. CSRs are trained to fully listen to the customer's request, ask clarifying questions, and then repeat back to the customer the details they heard. Once the CSR has verified they understand the nature of the call, they propose a solution. Once the issue has been resolved to the customer's satisfaction, CSR inputs all appropriate details into the customer service software system.

The backbone of CONTRACTOR's customer service management solution is a platform developed specifically for the waste industry which is heavily used throughout CONTRACTOR affiliate companies and therefore strongly supported. This system is utilized to support general customer service functions, monitor and track collection performance, and manage routes.

Our primary focus is delivering service reliably and accurately every time, which eliminates customer concerns and corollary phone calls. Our software application integrates all aspects of collection, routing, and billing operations to seamlessly and efficiently provide excellent customer service. This enables CONTRACTOR to collect data that allows us to itemize specific issues for the operations team so they can monitor issues and ensure that any operational issues are handled and remedied quickly. A few examples of the issues and resolutions that we experience and specifically track include the three most common, described below:

Multi-Lingual Assistance

We provide bilingual capabilities (English and Spanish) to communicate efficiently with residents and businesses in the CITY.

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Exhibit 6
City of Sebastopol
CUSTOMER SERVICE PROGRAM PLAN

Staggered Shifts

We stagger CSR start and end times and breaks to provide ample CSR coverage throughout the day. Management requires advance scheduling for planned time off. All CONTRACTOR administrative staff are cross-trained and can assist CSRs in answering phone calls during periods of high call volume. In the event of an emergency, CONTRACTOR can switch calls to CONTRACTOR affiliate companies.

Call Log

CONTRACTOR's integrated database and phone system records and imports data from calls: date, time, duration, and the caller's name. Our database system allows CSRs to document the reason for the call, and action taken. CSRs are trained to use the proper database codes to facilitate the tracking and reporting of useful and required information.

Billing Services

All Customers are billed at rates not to exceed Maximum Approved Rates set by the CITY in accordance with the *Franchise Agreement*. Important aspects about CONTRACTOR's billing protocol:

1. CONTRACTOR's goal is to provide superior service that is best achieved by discussing directly with customers how we may increase customer satisfaction. CSRs are trained to handle most customer inquiries regarding billing. In the event an account is grossly past due or there is an exceptionally difficult billing issue, CONTRACTOR accounting personnel will assist to alleviate any issue or dispute.
2. The ability of collections staff to manage outstanding accounts receivable while updating all customer interactions is critical. Using CONTRACTOR's software application, billing staff can query customers based upon the amount of outstanding receivables, the length of time accounts are outstanding, and the status of account, among many other items. There are numerous safeguards in place, including the ability to automatically check for duplicate accounts and to track all changes to an account. By auditing the data prior to processing, then having a secondary process in place to check billing batched, we will keep billing errors to a minimum.

Collection of Past-Due Accounts

CONTRACTOR shall adhere to the following procedures for collection of delinquent accounts.

SFD

- a. A SFD account will be considered past due ninety (90) days after the billing date.
- b. Each past due account will receive at least one phone attempt between ninety (90) and one hundred ten (110) days past the due date.
- c. Each account with a one hundred twenty (120) day past-due balance will be sent a letter advising it is past due and requiring payment within thirty (30) days.
- d. A second phone attempt will be made after mailing the one hundred twenty (120) day notice.
- e. Twenty-three (23) days later, all accounts that still have a one hundred twenty (120) day past due balance will be sent a letter advising they are past due and requiring payment within seven (7) days. A final phone attempt will be made on each past due account.
- f. At one hundred fifty (150) days, past due accounts will have received a minimum of three (3) phone attempts and two (2) letters. At this time, service to these accounts shall be stopped and the City notified of all stopped accounts.

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Exhibit 6
City of Sebastopol
CUSTOMER SERVICE PROGRAM PLAN

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

COM/MFD

- a) A MFD/Comm account will be considered past due forty-five (45) days after the billing date.
- b) Each past due account will receive at least one phone attempt between forty-five (45) and fifty (50) days past the due date.
- c) Each account with fifty (50) day past-due balance will be sent a letter advising it is past due and requiring payment within fifteen (15) days.
- d) A second phone attempt will be made after mailing the fifteen (15) day notice.
- e) If payment is not received by the twentieth (20) day after the fifteen (15) day notice was issued, accounts may be stopped for non-payment.
- f) Prior to stopping service, a manual check of each account will be performed to ensure there are no: (i) other active accounts at that address, (ii) active payment plans or arrangements, and/or (iii) accounting or billing errors. This process shall be repeated monthly. If there has been no successful contact or resolution, the account may be flagged for transfer to an outside collection agency.

Phone System

CONTRACTOR utilizes a phone system that provides custom call reporting, call recording, and real-time display software suite. CONTRACTOR can track the Customer Service Call Center's total calls, missed calls, calls transferred, talking durations, and much more. Each category can be analyzed by specific CSR, call group, or aggregated companywide, allowing for a more detailed investigation into individual customer service improvement initiatives. Customer Service Representatives are trained to start, change, and stop services, troubleshoot customer issues, and answer questions about charges on the bills. In addition to handling these day to day calls, CSRs are trained to effectively handle calls from deaf, hard of hearing, or speech-impaired customers by utilizing a TTY (text telephone) Relay Service system.

Website

The website provides customers with the following customer self-management tools:

- Schedule services: on-call bulky item collections, extra/overage collections, service level changes, debris box service, and service terminations;
- Online bill payments;
- Find answers to Frequently Asked Questions;
- Review current rates and service guidelines;

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Exhibit 6
City of Sebastopol
CUSTOMER SERVICE PROGRAM PLAN

- Access current and past outreach materials;
- File complaints and concerns; and,
- Contact CSRs via email (and receive a response within 24 hours – weekends and holidays excluded).

Using an online application SRCC offers customers the ability to view and pay statements and invoices online, view their service history, and decide how they would prefer to receive educational and billing information. The system tracks the number of web-based bill payments per month which is included in reports to each jurisdiction.

Through the SRCC website, customers can fill out a smart inquiry form to start or stop service, modify service, report misses, receive recycling guidelines, and submit general comments and questions. The website will track and record page visitation counts and the number of website-submitted requests per month. This data will be included in reports to the CITY. In addition, current and past outreach materials will be available on CONTRACTOR's website.

Current outreach materials, including collection point signage will be available on the website and available for downloading and printing.

Staffing Levels

CONTRACTOR will hire an additional CSR to add support for this contract. CSRs are responsible for having a comprehensive understanding and knowledge of the service area, services, rates, and CITY operations and administrative procedures.

CONTRACTOR responds to customer inquiries, compliments, or complaints within twenty-four (24) hours, excluding weekends and holidays. CONTRACTOR staff is available from 8:00am to 5:00pm from Monday to Friday, and sufficient equipment and staff are available to manage requests. We maintain a local/toll-free telephone number that will be publicized, and a voicemail service records customer calls and voice messages left between 5:00pm and 8:00am. In the case of an emergency pertaining to equipment and services, CONTRACTOR provides a twenty-four (24) hour emergency contact line where the CITY Agreement Administrator can reach management.

CONTRACTOR maintains a ratio of approximately one (1) CSR per 5,500 customers to ensure adequate coverage at all times. With this ratio of CSRs to customers, we reach a target call volume ratio of approximately sixty (60) calls per day per CSR. By allotting approximately seven and a half (7.5) minutes per call, we ensure CSR's have enough time to appropriately listen to a customer, analyze the customer's issue, propose a solution and provide a response while fully documenting the details of the call.

Payment Options - Electronic

We accept payments by electronic check or credit card online, and offer an automatic payment option on a recurring basis. Customers can set this set up by calling customer service.

Using an online application SRCC will be able to offer customers the ability to view and pay statements and invoices online, view their service history, and choose their preference for receiving educational and billing information. CONTRACTOR's system tracks the number of web-based bill payments per month which is included in reports to the CITY. After the customer initially sets up their account, they can handle most billing tasks online that normally would be handled via a telephone call.

Exhibit 6
City of Sebastopol
CUSTOMER SERVICE PROGRAM PLAN

Customers with multiple locations (like property managers) will be able to create an account that handles all of their properties at once.

In-Person Payments

We will identify and provide a convenient drop-off location within the downtown business district Monday through Friday so customers may pay bills directly. Customers will be able to make payments by cash, check, money order, and credit card.

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Exhibit 7

Collection Service Operations Plan

EXHIBIT 7 CITY OF SEBASTOPOL COLLECTION SERVICE OPERATIONS PLAN

Vehicle Types

All new frontline collection vehicles will be utilized for this contract. Vehicles will be maintained at CONTRACTOR's operations base. If new frontline vehicles are not received in time for the start of the contract, rental trucks in new or like-new condition will be obtained from Big Truck Rentals until such time as CONTRACTOR's new frontline collection vehicles arrive and are placed into service.

Residential/Cart Collection

CONTRACTOR will utilize a new fleet of clean fuel automated side loaders (ASLs) to provide service to residential/cart customers. Vehicle selection supports the minimization of vehicle miles traveled and provides for routing flexibility.

Commercial/Bin Collection

CONTRACTOR will utilize a new fleet of clean fuel standard straight-frame frontloaders (single compartment).

Industrial/Debris Box and Compactor Collection

CONTRACTOR will utilize standard roll-off trucks to pick up debris boxes and (roll-off) compactors of any size. Each truck will be outfitted with automatic tarping equipment so all loads will always be securely covered.

Street Sweeping

CONTRACTOR will procure and place into service a new clean fuel air sweeper, which will minimize noise and meet the City's general parameters as discussed/decided.

Large Item Collection

This service, which is limited to residents (SFD, MFD) and features individual twice-yearly collections of up to four cubic yards per collection (SFD) or one (1) cubic yard (MFD per unit equivalent), we will use a stake bed truck, which will also be used for container delivery. Also, utility trucks will have lift gates and can be deployed to assist as needed.

GPS Tracking and Monitoring

CONTRACTOR uses state of the art integrated software program for Customer Service, Billing, Routing, and Scale Services. CONTRACTOR utilizes route optimization software to achieve safe and balanced routes. This application fully integrates with the CONTRACTOR's routing module to ensure the most accurate and efficient routes possible. Driver use of tablet computers displays route lists, work orders, and account information for every customer on a route. Users can draft routes for review/implementation and produce accurate street maps for drivers by making use of the most precise geocoding information available, followed by loading it into the tablet.

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EXHIBIT 7 CITY OF SEBASTOPOL COLLECTION SERVICE OPERATIONS PLAN

CONTRACTOR's software application utilizes advanced geocoding technology in order to monitor collection vehicles in real-time. Mapping software provides route optimization and balancing that is extremely precise and generates accurate maps making routing accurate, and more efficient. Any truck may be monitored in real-time. Because each collection is recorded and time-stamped, collection vehicles leave a "breadcrumb" trail that can be reviewed by Dispatchers when a driver checks out at the end of the work day to ensure each route was completed and no customers were missed. The tablet system is simple and efficient to use. CONTRACTOR's system records the exact time, longitude, and latitude of the event which is recorded in the Mobile-pak system.

Drivers note when a container is not out, block, or contaminated so CSRs can easily verify the service address.

Photographs can also be incorporated into individual customer accounts, which allows for additional proof of service and/or assistance in determining accidents and investigations into potential damage from the collection vehicle.

Driver route lists are generated through the system, and the following details are included in the route lists:

- New Starts, Changes of Service, and Vacation Reports are loaded onto driver's tablets daily, alerting them to route changes, vacation holds, and other details.
- Residential Route Lists include information such as date, route, in/out times, load information, sequencing, total number of stops, total containers, and other route statistics. Updates are generally printed and distributed to drivers weekly.
- Commercial Route Sheets include information like date, route, in/out times, load information, sequencing, total number of stops, total containers, and other route statistics, such as service levels, gate codes, special collection locations, etc.
- Roll-off schedules are managed through a work order system that lists all the driver's daily stops.

Vehicle Appearance

Vehicle color and striping patterns are aligned with CONTRACTOR branding and as negotiated with staff. CONTRACTOR keeps its vehicles clean in the most environmentally sensitive way possible.

Vehicle Maintenance Program

CONTRACTOR's preventive maintenance program complies with regulatory standards and manufacturer specifications. CONTRACTOR aims to keep equipment running safely and efficiently and looking clean and new. Re-refined motor oil and re-refined hydraulic fluid are typically used in vehicles. Best Management Practices (BMPs) as relative to heavy-duty vehicle maintenance facilities will be standard procedure. Staff will conduct routine inspections of the maintenance facility, and any deviation from BMPs will be corrected by the end of that business day.

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EXHIBIT 7 CITY OF SEBASTOPOL COLLECTION SERVICE OPERATIONS PLAN

system and chassis components, such as the drive shaft and universal joints, are also inspected to ensure the vehicle's safety for operation.

Container Maintenance and Management

Containers that require repairs or maintenance will be delivered to CONTRACTOR's operations yard and repaired in the container maintenance area. Except for painting, the following container maintenance activities will be conducted at the operations base:

- Lid repair/replacement
- Wheel repair/replacement
- Welding of dent/rust spots
- Labeling, if necessary

An outside company will be utilized to paint containers. CONTRACTOR has determined through our own experience, along with CONTRACTOR affiliate companies, that paint booths are challenging to permit, fees are increasing each year as Air Districts revise regulations, and the cost for an outside specialist to paint containers is usually less expensive and an environmentally sound choice, all factors considered.

Route Operations

Previously addressed.

SFD and MFD On-Call Large Item Collection Services

To assist the CITY in meeting its goal of increasing diversion, we provide an *On-Call Large Item* collection program. With this service, CONTRACTOR is able to divert material from the landfill by separating recyclable materials during the collection process. CONTRACTOR will utilize a flatbed truck that allows for efficient loading so bulky items will remain intact, increasing their reusability and recyclability.

SFD units are asked to contact CONTRACTOR in advance to schedule their Large Item Collection. CSR's will ensure residents understand and agree to program guidelines. CSR's will document items to be collected to maximize routing optimization and recycling opportunities.

MFD Large Item Collection are scheduled through the property owner/manager as described in the Contract. Each MFD complex is allowed one (1) cubic yard of material per unit. Debris boxes are delivered to the property in a size equivalent to the number of units. A 4-yard bin is delivered for recyclable metal, along with signage for residents to place mattresses and E-waste in certain locations for recycling.

Abandoned Waste

CONTRACTOR pledges to work cooperatively with City staff to collect abandoned waste on CITY public rights-of-way. City staff will notify CONTRACTOR of the location and extent of abandoned waste. CONTRACTOR will photograph, track, and report all data associated with abandoned waste.

Recyclable Materials Processing

CONTRACTOR agrees to deliver recyclable materials to one of the approved facilities listed in *Exhibit 8*.

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12/31/2024

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**EXHIBIT 7
CITY OF SEBASTOPOL
COLLECTION SERVICE OPERATIONS PLAN**

Organic Materials Processing

CONTRACTOR agrees to deliver organic materials to the Sonoma County system for processing.

Safety/Training Plans

CONTRACTOR has a comprehensive approach to safety. Ongoing safety plans include the following components at a minimum:

- New employee orientation
- Safety meetings
- Safety postings and signage
- Alcohol and drug testing
- DMV pull notices
- Additional training: hazardous waste screening, spill response, fire reporting, and response.

Reporting

CONTRACTOR will provide detailed reporting as required by the CITY in the agreement.

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Exhibit 8 Processing and Disposal Facilities

**EXHIBIT 8
CITY OF SEBASTOPOL
PROCESSING AND DISPOSAL FACILITIES**

Recyclable Materials Processing Facility

Pacific Recycling Solutions
3515 Taylor Drive
Ukiah, CA 95482
707-234-6400
Permit No: 22-AA-0052

Global Materials Recovery Services
Republic Services
3899 Santa Rosa Avenue
Santa Rosa, CA 95407
707-585-0511
Permit No: 49-AA-0390

Upper Valley Disposal Processing Facility
1285 Whitehall Lane
St. Helena, CA 94571
707-963-7955
Permit No: RC1033

Napa Material Diversion Facility
820 Levitin Way
American Canyon, CA 94503
Permit No: 28-AA-0030

Marin Recycling
535 Jacoby Street
San Rafael, CA 94901
Permit No: RC0942

West Coast Metals, Inc.
470 Caletti Avenue
Windsor, CA 95492
707-838-9731
Permit No: RC1148

Windsor Material Recovery Facility
590 Caletti Avenue
Windsor, CA 95492
Permit No: 49-AA-0398

Soils Plus
4343 Stage Gulch Road
Sonoma, CA 95476
707-996-3400
Permit No: 91-49-0045

Stony Point Rock Quarry
7171 Stony Point Road
Cotati, CA 94931
707-795-1775
Permit No: 91-49-0045

UPC of the North Bay
315 2nd Street
Petaluma, CA 94952
707-763-4761
Permit No: RC208261.001

Recology Santa Rosa Recycling Center
3400 Standish Avenue
Santa Rosa, CA 95407
Permit No: PR275150.001

Strategic Materials
299 Beck Avenue
Fairfield, CA 94533
Permit No: PR242193.001

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**EXHIBIT 8
CITY OF SEBASTOPOL
PROCESSING AND DISPOSAL FACILITIES**

Organic Materials Processing Facility

Delivered to Sonoma County Transfer Facilities	Poncia Fertilizer
Processed at SCWMA Contracted Facilities	597 Wilfred Avenue
Permit No: 49-AA-0404	Santa Rosa, CA 95407
	Permit No: 49-AA-0403

Transfer Facility

Sonoma County Resource Recovery	Windsor Material Transfer Facility (WMTF)
10611 Old Redwood Highway	590 Caletti Avenue
Windsor, CA 95492	Windsor, CA 95492
707-795-7470	Permit No: 49-AA-0398
Permit No: 49-AA-0448	

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Exhibit 9
Sustainability and Compliance Plan

12/31/2024

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EXHIBIT 9 CITY OF SEBASTOPOL SUSTAINABILITY AND COMPLIANCE PLAN

The CONTRACTOR’s approach to meeting the CITY’s 50 percent diversion goal will result in an increase in the goal. Based on CONTRACTOR’s experience, the most significant diversion increases will occur in the first two contract years, with a steady rise in diversion year over year of the contract from there on. The following elements of CONTRACTOR’s approach will move the CITY toward 50 percent diversion quickly:

1. **Holistic and Comprehensive Education and Outreach**
2. **Commercial and Multifamily Residential Tenant and Property Manager Recycling Technical Assistance**
This begins in contract year one and continues throughout the life of the Agreement.
3. **A waste prevention and reduction program for Schools as well as CITY events**
This will be initiated by the close of contract year one and be fully launched in year two.

The recycling and organics processing facilities named in *Exhibit 8* will be utilized to mine the resource stream and optimize recovery. CONTRACTOR manages relationships with these facilities to ensure effective partnerships.

This simplified chart documents what we believe is achievable based on all programmatic offerings and initiatives, which center around continual outreach, education, community involvement, and CONTRACTOR’s core competency of operational integrity. These elements are described throughout CONTRACTOR’s proposal, in the *Transition Plan* and *Education and Outreach Plan*, and the *Exhibits* contained herein.

YEAR	TOTAL COLLECTED MATERIAL (TONS)	PROJECTED DIVERSION (TONS)	NOTES
2025	9,409	4,953	53%
2026	9,451	5,012	53%
2027	9,494	5,072	53.5%
2028	9,537	5,133	54%
2029	9,580	5,133	54%
2030	9,623	5,257	54.5%
2031	9,666	5,320	55%
2032	9,709	5,384	55.5%
2033	9,753	5,449	56%
2034	9,799	5,514	56%
2035	9,841	5,580	56.5%
2036	9,885	5,647	57%
2037	9,925	5,715	57.5%
2038	9,970	5,784	58%
2039	10,015	5,853	58.5%
2040	10,060	5,923	59%

**EXHIBIT 9
CITY OF SEBASTOPOL
SUSTAINABILITY AND COMPLIANCE PLAN**

The Outreach Team (which mostly refers to our Education and Outreach Coordinator but also includes others, as needed (for instance during implementation) has the important role of assessing the recycling and composting needs of the various service units in the CITY, monitoring all outreach, education, and program goals, and reporting them to the CITY.

Monitoring Process for Diversion Goals

Waste audits are part of the monitoring process to identify the types and percentage volume of divertible materials in the disposed waste stream. Drivers visually audit carts/bins to provide a percentage of recyclable/organic materials in the waste stream. Customers with 50% or more of divertible material are referred to the Outreach Team for waste stream assessments. These assessments determine service and education needs, and a waste reduction plan is then developed and implemented. The Outreach Team will work with businesses and multifamily residences to divert all resources efficiently and cost-effectively.

Detailed records of all activities for all customer types are kept using database codes and spreadsheets. In addition to tracking tonnage and program participation, the following other activities are tracked.

Outreach Type	Description
Emails & Phone Calls	<i>Communication with customers via email and phone.</i>
Onsite Training	<i>Includes workshops, presentations, and hands-on sorting training</i>
Mailed Recycling Info	<i>Any Outreach Materials mailed through the USPS</i>
Recycling Needs Assessment	<i>Detailed assessment of all materials generated and recycling/organics needs.</i>
Waste Audit*	<i>Audit to determine if the material is being source separated and determine additional education assistance for the customer.</i>
Other On-site Outreach	<i>Includes labeling carts/bins, delivery of posters & other outreach materials.</i>
Compliance Notification Mailed	<i>SB 1381, AB 341, and AB 1826 Compliance letters are mailed, followed up with in-person visits.</i>

*CONTRACTOR will conduct waste audits for all service units, including SFD, MFD, and Commercial customers. The audits will consist of flipping lids, leaving educational information on proper waste sorting, and documenting contamination. These waste audits will not only help improve diversion but also meet SB 1383 requirements.

**EXHIBIT 9
CITY OF SEBASTOPOL
SUSTAINABILITY AND COMPLIANCE PLAN**

CONTRACTOR’s Diversion Program will include the following by service unit.

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	✓	✓		
City Sponsored Events				✓
Litter Abatement				✓
Illegal Dumping Clean-Up				✓
Additional Programs as Required	✓	✓	✓	

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Exhibit 10
Education and Outreach Plan

12/31/2024

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Exhibit 10
City of Sebastopol
EDUCATION AND OUTREACH PLAN

As stated throughout its proposal, CONTRACTOR offers a diverse communications strategy to engage citizens to embrace a culture of resource conservation. To reach most customers, we offer a variety of means of communication modalities. These outreach channels and methods include:

- Attendance at, participating in, and sponsoring community events and activities.
- Continually refreshed website.
- Social Media
- Direct mail campaigns.
- Paid advertising.
- Billing inserts.
- School assemblies.
- Onsite workshops and training at commercial businesses and multifamily residences.
- Presentations to the Town, community groups, and organizations.

Residential Recycling and Composting Program Outreach and Education

Each customer receives outreach materials annually to help them sort materials better, reduce waste, and potentially save money. Newsletters can also be distributed to public libraries, city/town halls, Police and Fire Departments, Chambers of Commerce, and Community Bulletin Boards to reach more of the community. Below is a list of the items sent via mail.

- An easy-to-read bill that shows all services included in their monthly rate (billed quarterly).
- New Service Guides are distributed to all new customers that include:
 - Hours of operations and contact numbers.
 - Curbside recycling procedures.
- Direct mailers will generally be sent as billing inserts in every possible case to consolidate mailings. These may include:
 - Quarterly newsletters
 - Postcard reminders
 - Inserts that include specific messaging, such as how to source separate using curbside containers, how to decrease waste and potentially save money, save the date for special events, and large item collections.

In addition to mailed information, the SRCC website contains complete information on all service offerings, a link to the online bill pay portal, and links to online inquiry forms. Customers can ask general questions about services and bills, request and change services, and send compliments and complaints electronically.

Social media is another way SRCC educates the public. After the operations start date, an appropriate social media plan will be developed jointly with staff.

The Education and Outreach Coordinator participates in the following activities:

- Community workshops can be held with demonstrations on how to recycle and compost. Kitchen pails and educational brochures are given to participants.
- Ongoing presentations for Homeowners and Neighborhood Associations, community and faith-based organizations, and other community groups.

Exhibit 10
City of Sebastopol
EDUCATION AND OUTREACH PLAN

Commercial Outreach Program

In addition to mailed information, we plan to reach out and meet with every single commercial business in the CITY and all multi-family premises with shared/central service during the transition period. In doing so, we'll accomplish the following:

- Introduce CONTRACTOR to the customer.
- Methodically review current service levels, investigate the waste stream, and propose solutions that will optimize the recovery of recyclable and organic materials.
- Make recommendations on appropriate container sizes and service schedules.
- Distribute outreach materials on service and program offerings.
- Review customer's preferences for increasing the quality of services delivered.
- Propose a new program based on all the information received.

After the assessment is complete and the customer's commitment to our common goals is received, a signed service agreement will be obtained, and CONTRACTOR will order containers. As requested or required, free on-site training will be scheduled. During the training, CONTRACTOR will have on hand the appropriate materials, including signage for lunch/break rooms/bulletin boards and collection points.

Commercial recycling technical assistance will continue free of charge for the duration of the contract. CONTRACTOR approaches each commercial customer on a case management basis, documenting progress, setting follow-up appointments, and sharing findings with customers and the CITY.

A schedule of proposed activities and outreach methods was included in CONTRACTOR's proposal. These items are also addressed in *Exhibit 9*.

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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	
Junk mail	Shredded paper
Laundry bottles	Tin cans
Lids from jars	Tissue boxes
	Wrapping paper

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Exhibit 12

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Battery Bucket Locations

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Location of Facility	Address	Phone	Location of Bucket
Fire Station	Bodega Avenue		In lobby
City Hall	7120 Bodega Avenue	(707) 823-7863	In lobby
Sebastopol Regional Library	7140 Bodega Avenue	(707) 823-7691	In lobby

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City may add up to two additional locations.

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Exhibit 13 Street Sweeping Service

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

1. **Manner of Service.** Contractor shall provide a Complete Sweep of all Curb Miles on all publicly maintained City Streets. Within any curb mile, Contractor shall be responsible for sweeping all curbs including median islands and the corners from any cross street intersecting the subject street. Contractor shall obey all laws governing the operation of the sweepers on a public street and shall perform its operations so that sweepers are traversing their routes in the normal direction of traffic.
2. **Labor and Materials.** Contractor shall furnish all materials, labor, supervision, and equipment necessary to perform all work required for regularly scheduled sweeping of all public streets in the City. Within 180 days of the Effective Date, Contractor shall adopt a City-approved street sweeping schedule that follows the City-approved refuse collection schedule, including adjustments for Holidays. Exceptions resulting from equipment breakdowns shall be immediately reported to the City with a catch-up schedule.
3. **Unscheduled and Emergency Services.** Contractor shall also provide an annual 200-hour time bank for unscheduled sweeping and related services or as otherwise assigned by the City upon one (1) Workday's notice. Contractor shall use commercially reasonable efforts to respond to emergency incidents, including vehicle accidents, illicit discharges, and other emergencies, within two (2) hours or less depending on the severity of the incident. Contractor shall bill City directly for unscheduled sweeping and related services provided under this paragraph at an amount to be mutually agreed on between City and Contractor prior to the provision of such services.
4. **Maps.** Contractor shall provide the street sweeping service route maps to the City Representative upon request, within ninety (90) days from receipt of written notice. The maps shall be provided in a format that can be posted to the City website.
5. **Sweeping Method.** Unsweepable items that impede sweeping, such as palm fronds, rocks, trash, and debris, shall be removed from the sweeping path and properly disposed of by the operator rather than being driven around. Items that impede sweeping and are immovable, such as construction debris and impaired vertical or horizontal clearance by tree limbs, shall be reported to the City immediately for correction. Contractor is not responsible for areas missed due to parked cars or other personal property. Sweeper operators shall immediately report to Contractor and the City all illicit discharges observed during routes. Contractor shall train all operators to recognize illicit discharges and stormwater pollution sources prior to work as street operators and annually thereafter, using City-approved training materials. Such training shall be documented and made available for review by the City.
6. **Standing Water/Drainage Problems.** In areas where drainage is a problem, Contractor shall make as many passes as necessary to remove debris from standing water. In addition, all sand, dirt, rocks, gravel, vegetation, and other sweepable debris shall be removed from the street during the sweeping operation. If standing water is over the top of curb, then Contractor shall not be required to sweep that specific area. Sweeper operators shall report all areas with drainage problems to Contractor and City monthly, or as deemed appropriate by Contractor.
7. **Standards of Service.** All areas swept under this Agreement shall be thoroughly cleaned. All debris shall be picked up by the sweeper unit and disposed of at Contractor's expense. Sweeping shall include the removal of all sand, gravel, dirt, litter, vegetation, and any and all other debris that accumulates between sweeps. Curb lines shall be swept along both sides of the roadway, or to the edge of pavement where no curb exists, along all curbs on raised medians, over all

4096 portions of painted medians, painted left and right turn pockets, and all intersection cross gutters.
 4097 Sweeping shall normally require one pass over an area. Contractor shall make additional passes
 4098 or make such extra effort required to adequately clean the street to the satisfaction of the City.
 4099 Extra effort shall be required when sweeping equipment leaves a dirt/silt smear in its swept path.
 4100 The service standards in this Article may be reviewed and modified as conditions warrant, to
 4101 maintain cleanliness by the City or as necessary to comply with any regulatory permits issued to
 4102 City.

4103 8. **Water.** Contractor shall obtain water services from the appropriate water utility or City for the
 4104 water necessary in the street sweeping operation, and use sufficient water to prevent dust arising
 4105 during sweeping operations. City will provide map of preferred hydrant locations to Contractor to
 4106 be used whenever feasible. The cost of the water shall be borne by Contractor.

4107 8.1. When possible, Contractor shall use reclaimed or tertiary recycled water.

4108 8.2. Contractor shall not discharge liquid waste from the sweeper units onto City streets or
 4109 into the storm drain system.

4110 8.3. Contractor shall implement best management practices when loading water into the
 4111 street sweepers to prevent any overflow/potable water discharges into the storm drain
 4112 system.

4113 9. **Sweeper Speed.** Contractor shall operate the sweepers at a speed of not more than five (5)
 4114 miles per hour in residential areas and eight (8) miles per hour in commercial areas when
 4115 sweeping or when the sweeper brooms are down, unless Contractor can demonstrate that the
 4116 sweeper can operate efficiently and safely at a higher speed. City will use industry standards,
 4117 U.S. Environmental Protection Agency information, and the sweeper manufacturer's
 4118 recommendations on the speed of sweepers when considering greater speeds.

4119 10. **Width of Sweeper Path.** Contractor shall sweep all curb miles and all bike lanes when they fall
 4120 within the width of standard curbside operations with all brooms down, unless parked vehicles,
 4121 structures, or other objects prohibit the safe sweeping of this path width. The path shall begin at
 4122 the face of the curb and include the flow line of the gutter. Unless blocked by parked cars,
 4123 Garbage Carts, Recycling Carts, or Organics Carts, the face of the curb and gutter shall always
 4124 be included within the sweeper path. On those residential streets with no curb, the width of the
 4125 sweeper path shall be not less than eight (8) feet measured from the edge of the pavement
 4126 toward the center of the street.

4127 11. **Street Sweeping Frequency.**

4128 11.1. **Commercial Streets.** Contractor shall provide street sweeping service for each curb mile
 4129 of commercial streets in the City a minimum of twice per week on a scheduled route
 4130 basis. However, in those instances where the scheduled street sweeping service day falls
 4131 on a Holiday, Contractor may adjust the route schedule as necessary, consistent with
 4132 other Integrated Solid Waste Handling Service.

4133 11.2. **Residential Streets.** Contractor shall provide street sweeping service for each curb mile of
 4134 residential streets in the City two times per month on a scheduled route basis. However,
 4135 in those instances where the scheduled street sweeping service day falls on a Holiday,
 4136 Contractor may adjust the route schedule as necessary, consistent with other Integrated
 4137 Solid Waste Handling Service. This specifically includes:

- 4138 • All public residential streets within the City limits.
- 4139 • Individual homeowners' associations may negotiate directly with Contractor for more
 4140 frequent street sweeping at the homeowners' association's expense.

4141 11.3. **City-Designated Parking Areas.** Contractor shall provide street sweeping service for each
 4142 curb mile of designated parking areas in the City once per week on a scheduled route

4143 basis. However, in those instances where the scheduled street sweeping service day falls
 4144 on a Holiday, Contractor may adjust the route schedule as necessary, consistent with
 4145 other Integrated Solid Waste Handling Service.

4146 11.4. Additional Services. Upon written request from the City, Contractor shall provide
 4147 additional street sweeping services beyond the scheduled sweeping routes, not
 4148 exceeding two (2) hours per month, to be performed within one (1) Workday's notice .
 4149 These additional street sweeping services may include, but are not limited to, fall leaf
 4150 removal, special events, construction clean-up, or emergency situations, as deemed
 4151 necessary by the City.

4152 11.5. Change in Frequency. The City may direct Contractor to change the frequency of street
 4153 sweeping for any City street. Contractor shall implement City-directed changes in
 4154 frequency within fifteen (15) Workdays of receipt of written notice from the City
 4155 Representative to adjust sweeping frequency. Any changes under this Article shall be
 4156 treated as an Allowable Cost.

4157 12. **Street Sweeping Hours of Service.**

4158 12.1. Commercial Streets. Contractor shall provide street sweeping service on commercial
 4159 streets, commencing no earlier than 4:00 a.m. and terminating no later than 7:30 a.m.
 4160 Monday through Friday. Street sweeping service shall take place only on week days
 4161 (Monday through Friday). The hours, days, or both of service may be extended due to
 4162 extraordinary circumstances or conditions with the prior written consent of the City
 4163 Representative.

4164 12.2. Residential Streets. Contractor shall provide street sweeping service on residential
 4165 streets commencing no earlier than 7:00 a.m. and terminating no later than 4:00 p.m.
 4166 Street sweeping service shall take only on week days (Monday through Friday). The
 4167 hours, days, or both of service may be extended due to extraordinary circumstances or
 4168 conditions with the prior written consent of the City Representative. Sweeping in
 4169 residential areas shall be coordinated with Integrated Solid Waste Handling Service as-
 4170 needed to ensure that sweeping occurs after collection of all Solid Waste Carts has been
 4171 completed on a specific street.

4172 13. **Street Changes.** City and Contractor acknowledge that it may be necessary or desirable to add
 4173 or delete City streets for which Contractor will provide street sweeping services or to temporarily
 4174 modify sweeping schedules. City will provide notice of any such changes to Contractor which may
 4175 be caused by the following:

- 4176 • Construction or development on or along a street.
- 4177 • Pavement maintenance activities, including the chip seal program or the slurry seal
4178 program.
- 4179 • Inclement weather when running water renders sweeping ineffective.
- 4180 • Special sweeping on alternative schedule.
- 4181 • Other legitimate reasons that make sweeping impractical as determined by the City
4182 Representative.

4183 14. **Street Additions.** As new streets are constructed and accepted by City, City may, at City's sole
 4184 option, designate such streets as part of the Service Area for the purposes of street sweeping
 4185 services. If the City Representative designates such streets as part of the Service Area,
 4186 Contractor shall provide street sweeping service on such streets under the terms and conditions
 4187 of this Agreement within fifteen (15) workdays of receipt of written notice from the City
 4188 Representative to begin service. Any changes under this Section shall be treated as City-directed
 4189 changes under Section 30.01.

- 4190 15. **Street Deletions.** City may require some City streets to be temporarily or permanently removed
 4191 from the list of scheduled streets for which Contractor provides street sweeping service under this
 4192 Agreement. Contractor shall immediately cease providing street sweeping service to any City
 4193 Street upon receipt of written notice from the City Representative to stop such service. When a
 4194 City Street has been temporarily removed from the list of scheduled streets, Contractor shall
 4195 resume street sweeping service on such street in the next regularly scheduled cycle following the
 4196 receipt of written notice from the City Representative to resume service.

- 4197 16. **Revised Maps.** Contractor shall revise the street sweeping service route maps to show the
 4198 addition or deletion of City Streets as provided above and shall provide such revised maps to the
 4199 City Representative upon request, within ninety (90) days from receipt of written notice. The maps
 4200 shall be provided in a format that can be posted to the City website.

- 4201 17. **Parking Restrictions.** The City will provide written notice to Contractor of any streets where
 4202 permit parking may impact scheduled street sweeping service. Contractor may be required to
 4203 adjust sweeping schedules to sweep prior to the permit parking restrictions.

- 4204 18. **Adverse Weather Conditions.** Because of varying rain conditions throughout the City,
 4205 Contractor may verbally request permission from the City Representative to cancel sweeping
 4206 during heavy and persistent rainstorms within the Service Area. Contractor may cancel sweeping
 4207 only with the prior consent of the City Representative.

- 4208 19. **Hazardous Waste.** Contractor shall not be required to remove any Hazardous Waste from the
 4209 street surface. If, while performing street sweeping services, any suspected Hazardous Waste is
 4210 encountered, Contractor shall immediately report the location to the City Representative and to
 4211 any other responsible agency.

- 4212 20. **Disposal of Sweep Waste.** Contractor may dump sweep waste in the City's Public Works yard,
 4213 to be disposed of by the City. Otherwise, Contractor shall transport and deliver all sweep waste to
 4214 designated bins. Contractor will collect all bins containing sweep waste and deliver to a facility in
 4215 a manner that meets AB 939 requirements. In the event the facility is closed on a workday or is
 4216 otherwise unable to accept the sweep waste, Contractor shall transport and deliver the sweep
 4217 waste to another legally permitted facility. Sweep waste Disposal shall not be calculated as part
 4218 of the annual diversion rate, except during the times of year that the Sweeper is disposing of
 4219 material considered to be Green Waste.

- 4220 21. **Washing of Sweepers.** Contractor may wash the street sweeper in the City's Public Works yard.

- 4221 22. **Spillage.** During hauling, all sweep waste shall be contained, covered, and enclosed so that
 4222 leaking, spilling, and blowing of the sweep waste is prevented. Contractor shall be responsible for
 4223 the immediate clean-up of any spillage caused by Contractor.

- 4224 22.1. Equipment oil, hydraulic fluids, or any other liquid or debris resulting from Contractor's
 4225 operations or equipment must be covered immediately with an absorptive material and
 4226 removed from the street surface. Contractor must notify City within two (2) hours of any
 4227 spills resulting from Contractor's operations or equipment. When necessary, Contractor
 4228 must apply a suitable cleaning agent to the street surface to provide adequate cleaning.

- 4229 22.2. The above paragraphs notwithstanding, Contractor must clean up any spillage caused by
 4230 Contractor within two (2) hours upon notice from the City. If City deems necessary,
 4231 Contractor must engage a third-party environmental clean-up specialist to remove any
 4232 equipment oil, hydraulic fluids, or any other liquid or debris that remains on street after
 4233 Contractor's own clean-up efforts. If clean-up is not conducted to satisfaction of City, City
 4234 has right to engage an environmental clean-up specialist to perform additional clean-up
 4235 work at the expense of Contractor.

- 4236 22.3. To facilitate such clean-up, Contractor's vehicles must at all times carry sufficient
 4237 quantities of petroleum absorbent materials, along with a broom and shovel.

- 4238 23. **Street Sweeping Service Routes.** Not less than forty-five (45) days prior to commencement of
 4239 street sweeping services, Contractor shall submit to the City Representative Service Area maps
 4240 precisely defining the Sweeper Routes for review and approval by the City Representative. The
 4241 route maps shall include the days of the month sweeping shall occur, the sweeping schedules in
 4242 adjacent areas, the areas of the City to be swept, the start and finish of each route, the location of
 4243 each dumpsite, and any special needs, such as early starts and late finishes.
- 4244 23.1. The City Representative may provide written comments on the preliminary maps to
 4245 Contractor no later than twenty (20) Workdays after receipt of the maps from Contractor.
 4246 Contractor shall revise the maps to reflect such comments and return them to the City
 4247 Representative within twenty (20) Workdays after receipt of the City Representative's
 4248 comments.
- 4249 23.2. Upon approval by the City Representative of the final Sweeper Route maps, Contractor
 4250 shall develop and maintain the Sweeping Routes on a computerized mapping system
 4251 that is compatible with City's mapping system to the extent possible. Street Sweeping
 4252 maps provided to the City shall be in a format that is suitable for posting to the City
 4253 website.
- 4254 23.3. Changes in maps shall be provided by the City, and Contractor shall update the maps in
 4255 Contractor's system every month. Such changes shall also be reflected in Contractor's
 4256 printed route maps. Contractor shall submit to the City Representative, in writing, any
 4257 proposed route change (including maps thereof) not less than forty-five (45) days prior to
 4258 the proposed date of implementation.
- 4259 23.4. The City Representative may provide written comments to Contractor on such proposed
 4260 change no later than ten (10) workdays after receipt of the proposal from Contractor, and
 4261 Contractor shall revise the routes to reflect such comments and return them to the City
 4262 Representative within ten (10) workdays of receipt of such comments.
- 4263 23.5. Contractor shall not implement any route changes without the prior written approval of the
 4264 City Representative. If the approved route change will change the day on which street
 4265 sweeping service will occur, Contractor shall notify the affected Service Recipients of
 4266 route changes not less than thirty (30) workdays before the proposed date of
 4267 implementation in a manner approved by the City Representative.
- 4268 24. **Other City Sweep Service.** If, during the Term, circumstances exist that require work associated
 4269 with the street sweeping service program that is not specifically provided for in this Agreement,
 4270 the City Representative may require Contractor to perform such other associated work ("OAW").
 4271 Any changes under this Section shall be treated as City-directed changes under Section 30.01.
- 4272 24.1. When Contractor performs OAW, the labor, materials, and equipment used in the
 4273 performance of such work shall be subject to the prior written approval of the City
 4274 Representative.
- 4275 24.2. Examples of OAW that Contractor may be required to perform include: performance of
 4276 special sweeps, flood clean-up, street sanitation for parades and celebrations, City
 4277 requested clean-up services, and any contingency where sweeper and supporting
 4278 sweeper equipment could assist in a particular instance.
- 4279 25. **Street Sweeping Quality of Work.** The standards of performance which Contractor is obligated
 4280 to meet are those good street sweeping practices which leave the service area in a debris- and
 4281 dirt-free condition, and use sufficient water to avoid airborne dust arising from equipment
 4282 operation.
- 4283 26. **Street Sweeping Equipment.**
- 4284 26.1. **General Provisions.** All street sweeping service equipment used by Contractor in the
 4285 performance of services under this Agreement shall be of a high quality and of the

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- 4286 vacuum type in conformance with the City’s MS4 Permit. The collection vehicles shall be
 4287 designed and operated to prevent collected materials from escaping from the collection
 4288 vehicles. Hoppers shall be closed on top and on all sides with screening material to
 4289 prevent collected materials from leaking, blowing, or falling from the collection vehicles.
 4290 All sweepers shall have an operational strobe and back-up alarm and shall conform to all
 4291 Federal, State, and local government safety requirements.
- 4292 26.2. Clean Air Collection Vehicles. During the Term, to the extent required by law, Contractor
 4293 shall provide its Street Sweeping vehicles to be in full compliance with all Applicable
 4294 Laws, including State and Federal clean air requirements that are adopted or proposed to
 4295 be adopted, including, but not limited to, the California Air Resources Board Heavy Duty
 4296 Engine Standards as currently proposed to be contained in California Code of
 4297 Regulations, Title 13, Sections 2020 et seq., the Federal EPA’s Highway Diesel Fuel
 4298 Sulfur regulations, and all other applicable air pollution control laws.
- 4299 26.3. Vehicle Noise Level. All Street Sweeping operations shall be conducted as quietly as
 4300 possible and must comply with Applicable Laws, including Federal EPA noise emission
 4301 regulations, currently codified at Code of Federal Regulations, Title 40, Part 205.
- 4302 26.4. Reserve Equipment. Contractor shall have available to it, at all times, reserve collection
 4303 and street sweeping service equipment that can be put into service and operation within
 4304 one (1) hour of any breakdown. Such reserve equipment shall correspond in size and
 4305 capacity to the equipment used by Contractor to perform Contractor’s duties under this
 4306 Agreement.
- 4307 26.5. Condition of Equipment. All equipment shall be maintained in good mechanical condition,
 4308 including brushes and brooms that shall be replaced at regular intervals. Contractor shall
 4309 immediately clean any vehicle fluids (hydraulic fluids, lubricating oils, etc.) that leak or
 4310 spill from equipment into the street or public right of way.
- 4311 26.6. Storage. Sweeping equipment shall not be stored in the public right of way unless
 4312 mechanical failure prevents immediate removal. In the event of mechanical failure, all
 4313 efforts must be made to remove the equipment from the public right of way as soon as
 4314 possible. The City must approve any overnight storage in public right of way. Contractor
 4315 may enter into optional Storage Agreement with City to store Sweeper equipment at City
 4316 facility. In the absence of such Storage Agreement with City, sweeping equipment shall
 4317 not be stored on City Property.
- 4318 26.7. City Inspection. All equipment is subject to inspection by the City at any time.
- 4319 27. Staffing. All Street Sweeper operators shall abide by the requirements set forth in this
 4320 Agreement.
- 4321 28. Communication. Contractor shall have direct communication with all sweeping operators in the
 4322 field, utilizing radios or cellular telephones. Each sweeper operator shall have the ability to
 4323 communicate verbal information immediately to City staff, Police and Fire Department personnel,
 4324 and residents, and to report illicit stormwater discharges and hazardous street or drainage
 4325 conditions to the City. Contractor shall also report missed routes and citizen complaints and
 4326 resolution to the City on a weekly basis, when applicable.
- 4327 28.1. Contractor shall supply a 24-hour message telephone number to the City Public Works
 4328 Director so that the City can notify Contractor of traffic counter installations.
- 4329 28.2. Drivers shall be aware of their locations to raise their brooms and avoid destruction of
 4330 traffic counter cables. Contractor shall use due diligence to avoid traffic counter cables.
- 4331 28.3. All Sweepers shall have a GPS tracker located in the trucks, with all data accessible to
 4332 City staff.

- 4333 29. **Deficiencies and Corrections.** The City may also make regular unannounced inspections of
 4334 Street Sweeping locations. If a swept area is deemed to be below acceptable performance
 4335 standards, the substandard section shall be re-swept within one (1) Workday of notification.
 4336 Contractor shall re-sweep at their own expense. The City shall be notified of the completed re-
 4337 sweep.
- 4338 30. **City MS4 Permit.** Contractor shall meet street sweeping requirements included in the City's
 4339 current Stormwater Discharge Permit as it may be amended, revised, or reissued from time to
 4340 time ("MS4 Permit").
- 4341 31. **Storm Drain Waste Removal Service.**
- 4342 31.1. **General.** Contractor shall provide waste removal services from the City's storm drain
 4343 inlets and catch basins (all together, "storm drain inlets") to the specifications of this
 4344 Section.
- 4345 31.2. **Number of Storm Drain Inlet Solid Waste Removal Locations.** Contractor shall remove all
 4346 Solid Waste, including Garbage, Green Waste, and street debris, from the City's storm
 4347 drain inlets, including from Full Capture Devices placed inside storm drain inlets annually.
 4348 The City will provide details, including location, description, and specific identification
 4349 numbers, to Contractor via access to an online Geographic Information System (GIS)
 4350 portal. Contractor shall include such services in the service rates set by this Agreement.
 4351 The specific storm drain inlets subject to Solid Waste removal services may change
 4352 annually or more frequently at the direction of the City. Contractor shall follow and comply
 4353 with all Standard Operating Procedures ("SOPs") for inspecting and cleaning City's Full
 4354 Capture Devices to ensure they are operated at a level necessary to maintain their
 4355 designation as Full Capture as required by the MS4 Permit. Contractor shall consult with
 4356 City's Public Works Director regarding which SOPs are applicable to City storm drain
 4357 inlets.
- 4358 31.3. **Frequency of Service.** Contractor will perform regular inspections of storm drain inlets
 4359 and catch basins and will document which storm drain inlets and catch basins require
 4360 Solid Waste removal services via the online GIS portal described above. Contractor shall
 4361 remove all Solid Waste from all storm drain inlets within 30 (thirty) days. Contractor may
 4362 limit service to a maximum of 50 inlet cleanings in any given month. If Contractor reaches
 4363 the monthly maximum, resulting in marked storm drain inlets remaining uncleaned for
 4364 more than 30 (thirty) days, then Contractor must notify City when maximum limit is
 4365 reached. City has option to clean overage, or request Contractor to roll over overage to
 4366 next month.
- 4367 31.4. **Solid Waste Disposal and Reporting.** Contractor shall Recycle or Compost the maximum
 4368 amount of Solid Waste collected from storm drain inlets possible, and shall provide for
 4369 such Recycling, Composting, or landfill disposal at the designated post-collection facilities
 4370 described in the Agreement. Fees for Recycling, Composting, and/or landfill disposal of
 4371 Solid Waste collected from storm drain inlets shall be included in the base compensation
 4372 provided to Contractor. Contractor and City shall mutually agree on the reporting
 4373 requirements related to street sweeping prior to the commencement of street sweeping
 4374 by Contractor. Such reporting obligations may include recording the weight in pounds of
 4375 each load of Solid Waste removed from storm drain inlets in a log that will include the
 4376 following information: date of removal, equipment identification number, net weight in
 4377 pounds of Solid Waste, and net weight disposed. Contractor shall maintain the log
 4378 electronically, and shall provide an accurate copy of the log to the City with quarterly
 4379 reports and at any time upon request. Contractor shall maintain the log of all weights
 4380 collected for the duration of the Agreement.

Exhibit 14

Refuse Rate Index Methodology

- 4381
- 4382
- 4383 Collection Services: List all administrative, officer, operation, and maintenance salary accounts
- 4384 and costs for the most recently completed fiscal year.
- 4385 List payroll tax accounts directly related to the above salary accounts and
- 4386 costs for the most recently completed fiscal year.
- 4387 List all fuel costs for the most recently completed fiscal year.
- 4388 List all Collection and Collection related vehicle depreciation accounts and
- 4389 costs for the most recently completed fiscal year.
- 4390 List all vehicle lease or rental accounts and costs related to Collection or
- 4391 Collection related vehicles for the most recently completed fiscal year.
- 4392 List all Collection or Collection related vehicle parts accounts and costs for
- 4393 the most recently completed fiscal year.
- 4394 List all other expense accounts and costs related to the Collection services
- 4395 provided under this Franchise Agreement. This category includes all
- 4396 insurance, including general liability, fire, truck damage, extended coverage
- 4397 and employee group medical and life; rent on property, truck licenses and
- 4398 permits; real and personal property taxes; telephone and other utilities;
- 4399 employee uniforms; safety equipment; general yard repairs and
- 4400 maintenance; office supplies; postage; trade association dues and
- 4401 subscription; advertising; employee retirement or profit sharing contributions;
- 4402 and miscellaneous other expenses. All such costs shall be for the most
- 4403 recently completed fiscal year.
- 4404 List the total of all above Collection Services, which is the total for Collection
- 4405 Services costs for the most recently completed fiscal year.
- 4406 Post-Collection Services: List all Garbage Disposal costs provided under this Franchise Agreement for
- 4407 the most recently completed fiscal year.
- 4408 List all Organic Waste and Food Waste Diversion costs provided under this
- 4409 Franchise Agreement for the most recently completed fiscal year.
- 4410 List all Recyclable Materials Processing costs provided under this Franchise Agreement for the most
- 4411 recently completed fiscal year. The adjustment shall be calculated in the following manner:
- 4412 1. The expenses of providing Collection Services in the Service Area for the designated fiscal period
- 4413 shall be prepared in the format described above. Collection Services constitutes one cost category.
- 4414 2. The expenses of providing Post-Collection Services in the Service Area for the designated fiscal
- 4415 period shall be prepared in the format described above. Post-Collection Services shall be broken
- 4416 down into three cost categories corresponding to Garbage Disposal, Organic Waste and Food
- 4417 Waste Diversion, and Recyclable Materials Processing.

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- 4418 3. Each of the four cost categories (Collection Services, Garbage Disposal, Organic Waste and Food
 4419 Waste Diversion, and Recyclable Material Processing) is assigned a weighted percentage factor
 4420 on that cost category's proportionate share of the total of the costs shown for all cost categories.
- 4421 4. The following indices are used to calculate the adjustment for each cost category. The change in
 4422 each index is calculated on a twelve-month fiscal period in accordance with the terms of the
 4423 Franchise Agreement.

Cost Category	Index
Collection Services	Percent change in U.S. Bureau of Labor Statistics Series ID CUSR0000SEHG, (Water and Sewer and Trash Collection Services in U.S. City Average, for All Urban Consumers, seasonally adjusted) as described in Franchise Agreement Section 6.05
Garbage Disposal	Actual percent change in Disposal Facility tip fees from April 1 of prior year to April 1 of current year
Organic Waste and Food Waste Compost and Diversion	Actual percent change in Organic Waste Processing Facility tip fees from April 1 of prior year to April 1 of current year
Recyclable Materials Processing	Actual percent change in Materials Recovery Facility tip fees from April 1 of prior year to April one of current year

- 4424
- 4425 If any index above is discontinued, it shall be replaced by the successor index designated by the index
 4426 publisher, or, if no successor is designated, the Contractor shall propose an index that most closely
 4427 resembles the discontinued index, subject to City approval, not to be unreasonably withheld.
- 4428 The percentage weight for each cost category is multiplied by the change in each appropriate index to
 4429 calculate a weighted percentage for each cost category. The weighted percentage changes for each cost
 4430 category are added together to calculate the refuse rate index.

November 27, 2024

Ms. Mary Gourley
 Assistant City Manager/City Clerk
 City of Sebastopol
 7120 Bodega Avenue, Sebastopol, CA, 95472
 submitted via email: mgourley@cityofsebastopol.gov

SUBJECT: Hauler Transition Assistance – R3 Proposal

Dear Ms. Gourley,

R3 Consulting Group, Inc (R3) is pleased to submit the attached proposal to provide hauler transition assistance to the City of Sebastopol (City). We are pleased to build on the success of our previous engagement supporting the City's competitive RFP process for waste collection services.

This proposal includes a scope of work, schedule, and budget for the project that has been specifically designed to meet the City's needs and is based on our experience supporting the City through negotiations with Sonoma County Resource Recovery (SCRR). R3's hauler transition support is designed to facilitate a smooth, collaborative process that minimizes disruptions and ensures a successful shift in collection services from Recology to SCRR. The goal is to achieve an efficient and stable transition that supports effective service continuity and quality.

Areas in which our team will assist the City will include, but are not limited to:

› **Implementation of SCRR's Transition Plan**

- Evaluation, comparison, and modification (as necessary) of SCRR's proposed Transition Plan and incorporation of best practices from similar project engagements, as necessary.
- Lead regular meetings with the City and SCRR, subject to the needs and timeline of implementation, including agenda creation and meeting preparation.
- Circulation of ongoing meetings minutes with tactical transition lists detailing tasks derived from the broader transition plan, and regular verbal and email reports to the City.
- Follow-up efforts supporting the City in the implementation of key operations and communications-related transition tasks.

Project Team

Nate Forst, Director, will serve as Project Lead and primary point of contact for this engagement. **Maryann Hulsman**, Consultant, will provide key support to Nate for this engagement. **Garth Schultz**, Principal, will provide strategic direction and assistance as needed.

We appreciate the opportunity to submit our proposal to the City. Should you have any questions regarding our proposal or need any additional information, please don't hesitate to reach out directly.

Sincerely,



Nate Forst | *Director, Project Lead*
R3 Consulting Group, Inc
 303.960.8275 | nforst@r3cgi.com



Garth Schultz | *Principal*
R3 Consulting Group, Inc
 510.292.0853 | gschultz@r3cgi.com

1. SCOPE OF WORK

Coordinate Successful Implementation of SCRR's Transition Plan

Building on our foundation of our success assisting the City's competitive RFP process for waste hauling services, R3 will continue to provide essential support to the City as it transitions its collection services from Recology to SCRR. R3 will collaborate closely with the City and SCRR to facilitate an orderly and well-managed handover as SCRR takes over operational control of the City's commercial, multifamily, and residential waste hauling services.

Task 1 Review/Assessment of SCRR's Transition Plan

As part of the RFP process and new agreement, SCRR was required to submit a Transition Plan. R3 will review the latest version of this plan to ensure all key milestones, resources, and relevant data needed for managing the transition are thoroughly addressed and encompass all essential components of an effective hauler transition plan. Additionally, R3 will reference plans from similar projects and conduct further research as needed to ensure comprehensive coverage and effectiveness in all aspects of the transition.

Task 2 Coordinate and Conduct Ongoing Meetings

The objective of Task 2 is to conduct ongoing coordination and oversight of SCRR's activities to ensure alignment with the City's goals, timeline, and expectations for the hauler transition. To achieve this, R3 will coordinate and facilitate regular meetings for both the City and SCRR, covering tasks related to hauler responsibilities. During the transition period, we propose a weekly teleconference with both City and SCRR participants, with additional City-only meetings scheduled as needed. The frequency and structure of these meetings may be adjusted based on the City's direction and the needs for successful transition.

The agenda for each meeting is subject to change but will generally be focused on:

- › Confirming sufficient progress on identified tasks associated with the timeline presented by the finalized transition plan.
- › Determining the appropriate course of action if sufficient progress has not been made.
- › Discussing and determining the appropriate course of action for new (previously unidentified) tasks if and as they arise.
- › Confirming the next steps in the implementation schedule and ensuring that all parties are aware of each party's roles and responsibilities.

Task 3 Support and Accountability Measures

During and after meetings and conference calls, R3 will develop, regularly update, and share with the City and SCRR progress related to ongoing task requirements, responsible parties, and timeline for implementation.

Accountability measures are subject to change but will generally be focused on:

- › Circulation of ongoing tactical transition lists detailing tasks derived from the broader transition plan.
- › Targeted follow-up efforts supporting the City and/or haulers in their implementation of key transition tasks.
- › Regular verbal and email reports to the City.

2. PROJECT SCHEDULE

R3's projected schedule, below, incorporates tentative dates.

TASK	START DATE	COMPLETION DATE
1. Review/Assessment of Transition Plan	January 2025	January 2025
2. Coordinate and Conduct Ongoing Meetings	January 2025	December 2025
3. Support and Accountability Measures	January 2025	December 2025

3. PROJECT BUDGET

R3 proposes to complete the project for a total cost of **\$75,000**. **Table 1**, below, shows the payment schedule and associated due dates. Any additional consulting services beyond those proposed will be charged at the standard rates shown in **Table 2**, below, and will be billed monthly at the first of each month, for the preceding month, and are due within 30 days of the invoice date.

Table 1: Payment Schedule

INSTALLMENT	DUE DATE	COST
1	January 31, 2025	\$ 7,500
2	February 28, 2025	\$ 7,500
3	March 31, 2025	\$ 7,500
4	April 30, 2025	\$ 7,500
5	May 31, 2025	\$ 7,500
6	June 30, 2025	\$ 7,500
7	July 31, 2025	\$ 7,500
8	August 31, 2025	\$ 7,500
9	September 30, 2025	\$ 7,500
10	October 31, 2025	\$ 7,500
TOTAL		\$ 75,000

Note: While R3’s contract will be with the City and we will be working in the City’s interests, invoices may be directed to SCRR for payment (which prevents the need for City to pay and then get reimbursed).

Table 2: Standard Rates

CLASSIFICATION	RATE
Principal / Sr. Director	\$ 325 per hour
Director	\$ 290 per hour
Sr. Managing Consultant	\$ 250 per hour
Managing Consultant	\$ 225 per hour
Sr. Consultant	\$ 210 per hour
Consultant	\$ 190 per hour
Associate Consultant	\$ 175 per hour
Expert Witness	1.5x Rates Listed Above
REIMBURSABLE COSTS	
Consultants/Subcontractors	Cost plus 10%
Lodging and meals	Direct cost
Travel - Private or company car	At Current Federal Rate
Travel - Other	Direct cost
Delivery and other expenses	Direct cost

Amendment #1
City of Sebastopol and R3 Consulting Group
January 7, 2025

This Amendment to the February 21, 2024 Agreement for Services between the City of Sebastopol and R3 Consulting Group for Professional Services (the "Agreement") is entered into as of January 7, 2025.

That Agreement is amended as follows:

1. Section 4A, Compensation and Method of Payment, is amended to increase the total compensation to an amount not to exceed an additional \$75,000. Sonoma County Resource Recovery (SCRR) will submit to the City of Sebastopol payment of \$75,000 within 45 days of City Council approval of agreement to fund hauler transition consultant services.
2. Scope of Services established in Exhibit A is amended to add: Provide hauler transition assistance to the City of Sebastopol (City)
3. Except as explicitly set forth in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

Garth Schultz
President, R3 Consulting Group

Date:

Don Schwartz
City Manager, City of Sebastopol

Date:

RESOLUTION NUMBER: XXXX-2025

CITY OF SEBASTOPOL

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEBASTOPOL AUTHORIZING A BUDGET AMENDMENT FOR R3 CONSULTING SERVICES (HAULER TRANSITION SERVICES)

WHEREAS, on February 20, 2024, City Council authorized City staff to prepare and execute Award of Contract to R3 Consulting Group, a solid waste management consultant, to manage procurement for hauler; and

WHEREAS, on January 7, 2025, City Council approved the execution of the Solid Waste Collection Agreement (Agreement) for garbage, recyclable materials, and organic waste collection services with Sonoma County Resource Recovery (SCRR); and

WHEREAS, on January 7, 2025, City Council authorized Amendment to Contract to R3 Consulting to provide hauler transition assistance to the City of Sebastopol (City); and

WHEREAS, a budget amendment to the adopted Fiscal Year 2024-25 Budget to proposed expenditures and funding sources is necessary for incorporating this amended consulting agreement for hauler transition services; and

WHEREAS, the adopted and proposed amended budget to incorporate new budgeted item to the FY 24-25 budget is a not to exceed amount of an additional \$75,000; and

WHEREAS, the additional \$75,000 is to be funded by Sonoma County Resource Recovery (SCRR); and

WHEREAS, SCCR will submit to the City of Sebastopol payment of the \$75,000 within 45 days of City Council approval of agreement.

The above and foregoing Resolution was duly passed, approved, and adopted at a meeting by the City Council on the 7th day of January, 2025 by the following vote:

VOTE:

Ayes:

Noes:

Absent:

Abstain:

APPROVED: _____

Mayor Stephen Zollman

ATTEST: _____

Mary Gourley, Assistant City Manager/City Clerk, MMC

APPROVED AS TO FORM: _____

Alex Mog, City Attorney