



**Board of Directors Meeting Meeting Agenda
Special Meeting
Thursday, July 18, 2024
6:15 PM**

Meeting Location:

**City of El Cerrito - Council Chambers
10890 San Pablo Ave.
El Cerrito, CA 94530**

This meeting agenda is available online at
www.recyclemore.com/about/board-meeting-agendas/

Americans with Disabilities Act

In compliance with the Americans with Disabilities Act (ADA) of 1990, if you need special assistance to participate in an Authority meeting, or you need a copy of the agenda, or the agenda packet in an alternative format, please contact the Board Secretary at (510) 609-1215 or by email at info@recyclemore.com with the following information: name, phone number, email, and type of assistance requested. Notification of at least 48 hours prior to the meeting or time when services are needed will assist Authority staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting or service.

Public Comment

Members of the public are welcome to address the Board of Directors on items that are within the jurisdiction of the Authority. The Chair will call for public comment during the meeting. Comments by the public pertaining to items listed in this Agenda should be made at the time the item is considered by the Board of Directors. This Agenda also contains an agenda item for the Public to address the Board on matters not listed on the agenda. Public Comments are limited to 3 minutes per person and each speaker may speak only once under each agenda item. The Board of Directors may modify and/or waive these provisions. If you wish to make a public comment you may attend the meeting at the location stated above, fill out a Speaker's Card and submit it to the Board Secretary. Members of the public may also submit a comment by email to the Board Secretary at info@recyclemore.com no later than 11:59 p.m. the day prior to the meeting. Please indicate which item on the agenda you are commenting on in the subject line of your email. The Board Secretary will share all comments with the Board at the meeting and make them part of the public record.

1. Call to Order/Roll Call

The Chair will call the meeting to order and the Secretary will call the roll to establish the presence of a quorum.

2. Closed Session

None.

3. Pledge of Allegiance

The Chair or a Member of the Board will lead the Pledge of Allegiance.

4. Ex Parte Communications Disclosures

The Chair of the Board will ask if any Director has an ex parte disclosure, pursuant to the Authority's Ex Parte Communications Policy, on any agenda items.

5. Public Comment

Receipt of public comment on non-agenda matters. This is the time when any person may address the Board of Directors on matters not listed on this agenda, but which are within the subject matter jurisdiction of the Authority. Public Comments are limited to 3 minutes per speaker, subject to adjustment by the Chair for orderly administration and timely completion of the meeting agenda. This includes but is not limited to moving immediately to the next speaker after a speaker has completed their comments within the allotted time, prohibiting speakers from yielding or granting their time to another person who is later in the queue to speak or who has already spoken, prohibiting speakers who have already spoken from speaking again regardless of whether it is during the public comment period or on an individual agenda item, and setting when and where in the agenda public comments shall be heard.

6. Consent Calendar

All matters under the Consent Calendar are considered to be routine and non-controversial. All matters listed in the Consent Calendar will be enacted with one motion. There will be no separate discussion of the items listed. However, upon request before action is taken on the Consent Calendar by a member of the Board or any interested party, items may be removed from the Consent Calendar and considered separately in the agenda order.

Consideration of a motion to approve the following actions:

6.1 May 9, 2024 Authority Board Meeting Minutes

Consider a MOTION to APPROVE the subject minutes.

6.2 Resolution to Provide Account Access (Financial and Administrative)

MOTION to APPROVE Resolution 24-03 which replaces Resolution 2023-02.

6.3 Workers Compensation Insurance

Consider a MOTION to APPROVE the SDRMA FY 24-25 Workers Compensation insurance expense.

6.4 Property/Liability & Auto Insurance

Consider a MOTION to APPROVE the SDRMA FY 24-25 Property/Liability & Auto Insurance annual expense of \$13,894.

6.5 Website Management Contract Agreement

Consider a MOTION to APPROVE a new hosted website management contract with Nerd Crossing for a Not to Exceed (NTE) in the amount of \$25,000.

7. Staff Report

Staff will provide updates on recent and upcoming activities.

7.1 Staff Report - Recycling and HHW Programs Update

Information only.

7.2 Staff Report - Outreach Programs Update

Information only.

8. Regular Agenda

8.1 West Contra Costa Integrated Waste Management Authority Fiscal Year 2024-25 Budget

MOTION to APPROVE Draft Fiscal Year (FY) 2024-25 Budget as proposed below:

- Staff proposes a FY 2024-25 Operating Budget in the amount of \$1,706,172 including use of reserves to balance the Operating Fund;
- Staff forecasts revenues to be \$1,197,910
- Staff proposes 6 full-time positions.

8.2 Draft Post Collection Request for Proposals (RFP) and Draft Post Collection Agreement (PCA)

Provide Direction to staff

9. Board Member and Staff Announcements

INFORMATION ONLY. Announcement of matters of interest by Board Members, Alternate Board Members, Executive Director and General Counsel.

10. Adjournment

Consideration of a motion to adjourn. The next regular Board of Directors' Meeting is scheduled for September 12, 2024 at 6:15 pm.

THIS PAGE INTENTIONALLY LEFT BLANK



recyclemore
WEST CONTRA COSTA INTEGRATED
WASTE MANAGEMENT AUTHORITY

Agenda Report

DATE: July 18, 2024

TO: West Contra Costa Integrated Waste Management Authority Board

FROM: Peter Holtzclaw - Executive Director

SUBJECT: May 9, 2024 Authority Board Meeting Minutes

ACTION REQUESTED:

Consider a MOTION to APPROVE the subject minutes.

BACKGROUND:

The minutes of the May 9, 2024 Authority Board Meeting are attached.

FISCAL IMPACT:

None.

ATTACHMENTS:

[Agenda Item 6.1 - Attachment 1: ActionMinutes 2024-05-09 \(DRAFT\)](#)

WEST CONTRA COSTA INTEGRATED WASTE MANAGEMENT AUTHORITY (WCCIWMA)
BOARD OF DIRECTORS MEETING MINUTES – MAY 9, 2024

Meeting Date | Time 5/9/2024 6:15 PM | Meeting Location City of Hercules City Council Chambers, 111 Civic Drive, Hercules CA 94547

| | | |
|-------------------------|--|--|
| Meeting called by | Board of Directors | Board Members Present: |
| Type of meeting | Regular | Directors: T. Rudnick, El Cerrito; D. Romero, Hercules; A. Tave, Pinole (Chair); G. McLaughlin, Richmond; and R. Xavier, San Pablo |
| Authority Staff Present | Peter Holtzclaw, Reka Abraham, Lisa Borreani, Rachel Dice, Claudia Menjivar and Webster Nguyen | Absent: D. Robinson and C. Zepeda (Vice Chair) Richmond; and F. Glover (Ex-Officio) Contra Costa County |
| Legal Counsel | John Bakker | |

CALL TO ORDER/ROLL CALL

Chair Tave called the regular meeting to order at 6:17 P.M.

The Roll Call established the existence of a quorum (McLaughlin, Romero, Rudnick, Tave, and Xavier).

CLOSED SESSION

There was no closed session.

PLEDGE OF ALLEGIANCE

Chair Tave led the Pledge of Allegiance.

EX-PARTE COMMUNICATIONS & DISCLOSURES

There were no ex-parté communications or disclosures.

PUBLIC COMMENT

No written comments were submitted, or oral comments made, by any member of the public.

CONSENT CALENDAR

1. March 14, 2024 Authority Board Meeting Minutes.
2. Triennial Review Update
3. Careit Application
4. Careit Outreach Contractor
5. Edible Food Generators Non-Compliance Technical Assistance Contractor
6. Edible Food Recovery Grant Allocations
7. SB1383 Memorandum of Understanding Between RecycleMore and the City of Hercules

MOTION by Director Xavier to approve the Consent Calendar, as submitted. SECOND by Director Romero.

MOTION PASSED unanimously by a Roll Call vote.

STAFF REPORT

Staff Report Item 7.1 – Recycling and HHW Programs Update | **Presenter** | Reka Abraham – Recycling & Household Hazardous Waste Program Manager

The report from the Recycling and Household Hazardous Waste (HHW) Program Manager was presented in writing. There were no questions related to the report.

Staff Report Item 7.2 – Outreach Programs Update | **Presenter** | Lisa Borreani – Program Manager - Outreach

The report from the Outreach Program Manager was presented in writing. There were no questions related to the report.

Agenda Item 8.1 – PCA Board Direction | **Presenter** | Peter Holtzclaw - Executive Director

Executive Director Peter Holtzclaw requested that Item 8.1, PCA Board Direction, be pulled from the agenda at this time.

Director McLaughlin was pleased that the item was being removed given that the Board had already offered direction. She confirmed that RecycleMore would now move forward to release the Request for Proposal (RFP) for the Post-Collection Agreement (PCA).

Mr. Holtzclaw advised that he would provide a timeline at the Board meeting in July, if possible, given a scheduled meeting with the regional staff in June.

Director Romero noted there had been disturbing things in the staff report related to the City of Richmond that he wanted to note, although Director McLaughlin suggested it was inappropriate to discuss the item at this time.

Director Romero looked forward to the discussion because of the contents of the staff report.

Agenda Item 8.2 – West Contra Costa Integrated Waste Management Authority Fiscal Year 2024-25 Draft Budget | **Presenter** | Peter Holtzclaw - Executive Director

Executive Director Holtzclaw stated the 2024-25 Draft Budget had previously been presented and discussed. He reminded the Board of RecycleMore's mission to provide cost-effective compliance with state law; to provide effective oversight of the privately-owned IRRF; to protect ratepayer interest; and to provide cost-effective waste disposal and diversion while assisting member agencies to meet state mandates. The Draft Budget identified the Authority's good-faith effort to CalRecycle for RecycleMore's intent to meet state mandates and had been presented to the Board for direction to be able to return at the June meeting for formal approval.

Mr. Holtzclaw provided some background to RecycleMore, a special district/JPA formed in 1991 and its purpose, intent and mandates representing five member agencies.

RecycleMore's purpose is to provide efficiency, lower rates and bargaining power and compliance to set post-collection rates, manage numerous programs associated with solid waste, recycling, composting, household hazardous waste, electronic waste, batteries, and mattresses, and maintain compliance with state law.

Mr. Holtzclaw reported that the 2024-25 Draft Budget had projected \$1.7 million in total expenditures, with estimated revenues of \$1.2 million, potentially necessitating a rate increase in November, and with reserves over \$866,000. He explained there were two main funds; the Operating Fund and the Recycling/Special Projects Fund. In June 2025, an operating fund a little over \$700,000 with the Special Projects Fund a little under \$600,000 had been projected, both consistent with Board policy, although thin, which was why there might be a rate increase in November.

Mr. Holtzclaw broke down the details of the budget and noted that while he had discussed with the Board over the years the transfer of funds from the Reserve Fund to the Operating Fund, that had never been done, primarily due to staff turnover. There had now been full staff for over a year and the funds would now be spent. He contrasted the current proposed budget with the budget over the past few years and described the reasons for the ebb and flow during that time.

When asked how much of a rate increase was expected in November in response to Director McLaughlin, Mr. Holtzclaw stated the Authority budget represented about seven percent of the entire post-collection rate. Currently, \$12.60 was the post-collection element of a \$45/monthly garbage rate for a resident with a 35-gallon cart. Of that \$12.60, the Authority represented about \$1.00 and it was seven percent of that. He stated that would translate to a very small amount for residential and commercial customers, less than 10 percent of the overall budget.

Mr. Holtzclaw identified the three sources of revenue to the Authority through Republic Services payments, grants and interest for a total slightly less than \$1.2 million. For expenses, there were salaries for personnel and retirement; general expenses for such things as the van and office expenses; and program expenses for recycling, HHW and outreach for a total of \$1.7 million. He noted there were a lot more program expenses through the Compliance Fund than through the program fund, and while not much had been spent from the Compliance Fund, when that fund will be taken back from Republic to RecycleMore in the next two to three months, a transfer of the amount would be brought back to the Compliance Fund. He added that a large healthcare increase was expected for Kaiser.

Mr. Holtzclaw also explained that the office was in the middle of a QuickBooks transition and not everything would line up perfectly from last year's budget to this year's budget; a lot more events were being done and more marketing was involved; and the projects budget included large expenses for the website, mattresses, the composting bin subsidy, and edible food grants from the Compliance Fund. He referred to the grants included in the Consent Calendar on the current meeting agenda and looked forward to those grants as an annual subsidy. The various programs and grants involved along with the events the Authority participated in had been identified in the staff report dated May 9, 2024.

Mr. Holtzclaw also highlighted the SB 1383 and AB 1826 compliance activities from the Compliance Fund of \$700,000, which was currently being managed by Republic. Republic had been conducting many of the programs along with RecycleMore, which would now manage and spend those funds.

Mr. Holtzclaw identified RecycleMore's current rate of \$117.15 a ton, of which the \$12.60 (post-collection element) was a part. Through a table, he identified all of Republic's activities through the PCA, which went back to the 2012 RFP and the contract that resulted. He pointed out the specific items and their cost.

Mr. Holtzclaw sought Board direction on the budget.

Director McLaughlin referred to the six full-time RecycleMore positions and noted that Director Robinson, who could not attend the meeting, was on the ad hoc evaluation team and she had indicated that the whole committee had not yet had a chance to meet. Director Robinson had some concerns she wanted to bring to the ad hoc committee, and she hoped that committee would meet soon.

In response to Director Xavier who referred to a \$139,050 line item and asked what had been included in that amount, Mr. Holtzclaw noted the majority of that expense, about \$80-90,000 was for the Mattress Program, but also included the compost bin subsidy around \$15,000 among other items, and all of the additional expenses would come out of the Compliance Fund.

Director Rudnick also referred to outreach and asked with respect to the Compliance Fund versus the General Fund, whether the expenses would be delineated between outreach activities and compliance activities.

Mr. Holtzclaw stated that once QuickBooks had been set up in the next few months and RecycleMore would be managing the Compliance Fund that information would be easier to identify. Compliance costs related to SB 1383 and SB 1826 should come out of the Compliance Fund and anything else should come out of the program fund.

In further response to Director Rudnick with respect to the Schools Program expenses, Mr. Holtzclaw explained that \$25,000 had originally been budgeted to fix the tram, although now there is a desire to junk the tram. Currently, bus rentals are being used since that was safer, and going forward the \$25,000 for schools will be used for bus rentals and the associated costs for the Schools Program. He looked forward to working with Republic in the next PCA and expressed a desire to have a bigger role in the Schools Program, a cost that RecycleMore would assume.

Director Rudnick expressed a desire to work with the schools to educate future waste producers since being educated on the correct sorting was key to a successful program. She sought a partnership with the West Contra Costa Unified School District (WCCUSD) to provide that training to Second and Fourth Graders, for instance.

Director Romero noted that RecycleMore and Republic Services years ago had visited the Fourth-Grade classes of all the schools to provide training similar to what had occurred with a seat belt campaign years ago. He suggested attempting something for the next school year should start now and he could facilitate that proposal with the WCCUSD if that was the desire of the Board.

Director Romero also spoke to route monitoring and asked if there should be a reminder about what would be occurring with route monitoring, whether it would be occurring with every route or be random, and whether there would be monitoring.

Mr. Holtzclaw explained that Republic had contracted with Cascadia and while there had been some glitches with the software in the field in the two years of that program they were working around those glitches. He noted that whether software companies or Cascadia or other consulting companies, they were using Artificial Intelligence (AI), which would be the future for not just route monitoring.

Director Romero referred to the 30 percent increase for medical and suggested that was outrageous and he questioned whether Kaiser or any other medical provider would require such a big increase. With respect to the edible food issue, he verified with Mr. Holtzclaw that would be for Tier 2 compliance. He also sought a breakdown for each individual item under professional services.

Mr. Holtzclaw stated he would bring back a breakdown for professional services. He also commented that the legal expenses had been \$50,000 a year for the last four years and sometimes the expenses came close to that total and sometimes the expenses did not come close at all.

No written comments were submitted, or oral comments made, by any member of the public.

Mr. Holtzclaw assured the Board that while there was a deficit existing funds could cover that deficit and an audit was being done later this year. He stated the Authority was in sound financial shape, retirement was pretty much covered and there would be a rate review in October and November 2024. He clarified that no action would be taken at this time and the request by the Board for better numbers would be provided at the June meeting.

BOARD MEMBER AND STAFF ANNOUNCEMENTS

Mr. Holtzclaw introduced RecycleMore's new Office Administrator and Board Secretary Claudia Menjivar, who would assume her official duties in the next couple of months.

ADJOURNMENT

With consensus of the Board, Chair Tave adjourned the meeting at approximately 6:59 P.M. until the regular Board meeting scheduled for June 13, 2024, at 6:15 P.M.

I hereby certify the foregoing to be a true and correct statement of the Official Minutes of the West Contra Costa Integrated Waste Management Authority Board meeting held May 9, 2024.

Claudia Menjivar

07/22/24

Claudia Menjivar, Board Secretary

Date



recyclemore
WEST CONTRA COSTA INTEGRATED
WASTE MANAGEMENT AUTHORITY

Agenda Report

DATE: July 18, 2024

TO: West Contra Costa Integrated Waste Management Authority Board

FROM: Peter Holtzclaw - Executive Director

SUBJECT: Resolution to Provide Account Access (Financial and Administrative)

ACTION REQUESTED:

MOTION to APPROVE Resolution 24-03 which replaces Resolution 2023-02.

BACKGROUND:

The Board approved a reorganization of WCCIWMA in February 2024, eliminating the Financial & Administrative Manager. This agenda item and resolution officially removes the position and former employee, Donald Sturman, from the following accounts:

- CalPERS
- Local Agency Investment Fund (LAIF)
- Mechanics Bank Checking Accounts
- Mechanics Bank Credit Card
- BASIC
- Mission Square Retirement
- Comcast Business Services (Internet and Mobile)
- Intuit/QuickBooks
- Heartland Payroll
- Amazon
- Guardian
- VSP
- Health Care Employees/Employers Dental Trust

DISCUSSION:

This resolution is needed as a formality for RecycleMore staff to access and manage a variety of operational accounts.

CONCLUSION:

In addition to the removal of Donald Sturman of access to the above-listed accounts, these accounts will have the Executive Director, Peter Holtzclaw, and Office Administrator, Claudia Menjivar, as authorized account users.

FISCAL IMPACT:

None

ATTACHMENTS:

[Agenda Item 6.2 - Attachment 1: Resolution 24-03 Amend and Provide Account Access \(Financial and Administrative\)](#)

RESOLUTION NO. 24-03

RESOLUTION OF THE BOARD OF DIRECTORS OF THE WEST CONTRA COSTA INTEGRATED WASTE MANAGEMENT AUTHORITY 3220 BLUME DRIVE SUITE #139 RICHMOND, CA 94806 510-609-1215 AUTHORIZING ACCOUNT ACCESS INCLUDING INVESTMENT OF MONIES IN THE LOCAL AGENCY INVESTMENT FUND & REMOVING ACCOUNT ACCESS FOR FORMER FINANCE & ADMINISTRATIVE SERVICES MANAGER

WHEREAS, The Local Agency Investment Fund is established in the State Treasury under Government Code section 16429.1 et. seq. for the deposit of money of a local agency for purposes of investment by the State Treasurer; and

WHEREAS, the Board of Directors hereby finds that the deposit and withdrawal of money in the Local Agency Investment Fund in accordance with Government Code section 16429.1 et. seq. for the purpose of investment as provided therein is in the best interests of the Authority;

WHEREAS, the board approved a reorganization of the Authority that eliminated the Manager of Finance & Administrative Services position in February, 2024;

NOW, THEREFORE, BE IT RESOLVED, THE BOARD OF DIRECTORS OF THE WEST CONTRA COSTA INTEGRATED WASTE MANAGEMENT AUTHORITY hereby authorizes the deposit and withdrawal of West Contra Costa Integrated Waste Management Authority monies in the Local Agency Investment Fund in the State Treasury in accordance with Government Code section 16429.1 et. seq. for the purpose of investment as provided therein.

BE IT FURTHER RESOLVED, as follows:

Section 1. The following (City/District) officers holding the title(s) specified hereinbelow or their successors in office are each hereby authorized to order the deposit or withdrawal of monies in the Local Agency Investment Fund and may execute and deliver all documents necessary or advisable in order to effectuate the purposes of this resolution and the transactions contemplated hereby:

Name: Peter Holtzclaw

Title: Executive Director

Signature: _____

Name: Claudia Menjivar

Title: Office Administrator

Signature: _____

Section 2. This resolution replaces Resolution 2023-02 and shall remain in full force and effect until rescinded by City Council/Board of Directors by resolution and a copy of the resolution rescinding this resolution is filed with the State Treasurer’s Office.

Section 3. The former Manager of Finance & Administrative Services, Donald Sturman, will be removed from all associated WCCIWMA accounts, including:

- CalPERS
- Local Agency Investment Fund (LAIF)
- Mechanics Bank Checking Accounts
- Mechanics Bank Credit Card
- BASIC
- Mission Square Retirement
- Comcast Business Services (Internet and Mobile)
- Intuit/QuickBooks
- Heartland Payroll
- Amazon
- Guardian
- VSP
- Health Care Employees/Employers Dental Trust

In addition, these accounts will have the Executive Director, Peter Holtzclaw, and Office Administrator, Claudia Menjivar, as authorized account users.

PASSED AND ADOPTED, by the Board of Directors of the West Contra Costa Integrated Waste Management Authority on 07/18/2024.

ATTEST:

CHAIR OF THE BOARD:

Claudia Menjivar, Board Secretary Date

Anthony Tave, Board Chair Date

I hereby certify that the foregoing Resolution was adopted by the Board of Directors of the West Contra Costa Integrated Waste Management Authority at its meeting July 18, 2024, by the following vote:

AYES: Directors: _____

NOES: Directors: _____

ABSENT: Directors: _____

Claudia Menjivar, Board Secretary

THIS PAGE INTENTIONALLY LEFT BLANK



recyclemore
WEST CONTRA COSTA INTEGRATED
WASTE MANAGEMENT AUTHORITY

Agenda Report

DATE: July 18, 2024

TO: West Contra Costa Integrated Waste Management Authority Board

FROM: Peter Holtzclaw - Executive Director

SUBJECT: Workers Compensation Insurance

ACTION REQUESTED:

Consider a MOTION to APPROVE the SDRMA FY 24-25 Workers Compensation insurance expense.

BACKGROUND:

RecycleMore pays for workers compensation insurance annually and requires Board approval for this expense.

DISCUSSION:

The Authority is required to carry workers compensation insurance, and seeks Board approval for this annual expense, which is higher than the Executive Director's spending authority.

CONCLUSION:

Staff requires approval for FY 24-25 SDRMA workers compensation insurance expense of \$15,423

FISCAL IMPACT:

RecycleMore requires workers compensation insurance, with an annual cost of \$15,423 as budgeted.

ATTACHMENTS:

[Agenda Item 6.3 - Attachment 1: Workers Comp. FY 24-25 \\$15,423](#)

Workers' Compensation Program Invoice

Program Year 2024-25

West Contra Costa Integrated Waste Management Authority

3220 Blume Drive, Suite 139
 Richmond, California 94806

Invoice Date: 06/05/2024
 Invoice Number: 76049
 Member Number: 7154

| Class Code | Classification Description | Reported Payroll | Rate per \$100 | Annual Contribution |
|------------|---|------------------|----------------|---------------------|
| 8742-D | Paid Governing Body Members | \$25,000 | \$0.72 | \$180.00 |
| 9410 | Non-Manual Labor; including Agency Managers and Recreation Person | \$993,250 | \$2.19 | \$21,752.18 |

** Indicates per capita rate class code

| | |
|---|--------------------|
| Total Estimated Annual Contribution Based on Manual Rates | \$21,932.18 |
| Contribution as Adjusted by the Experience Modification Factor of 86% | \$18,861.67 |
| Less: *6% Credit Incentive Program Discount | -1,315.93 |
| Estimated Annual Adjusted Contribution | <u>\$17,545.74</u> |
| Less: Longevity Distribution Credit | -1,311.00 |
| Less: 5% Multi-Program Discount | -811.74 |
| Net Estimated Annual Contribution | <u>\$15,423.00</u> |

Total Contribution Amount Due by July 15 \$15,423.00

Please pay in full by the due date. If not, a late charge of one percent (1%) per month, twelve percent (12%) per annum, will be assessed on all sums past due. Imposition of this charge does not extend the due date for payment.

Remit Payment to:

Special District Risk Management Authority
 P.O. Box 15677, Sacramento, California 95852

For invoice questions contact the SDRMA Finance Department at accounting@sdrma.org or 800.537.7790



recyclemore
WEST CONTRA COSTA INTEGRATED
WASTE MANAGEMENT AUTHORITY

Agenda Report

DATE: July 18, 2024
TO: West Contra Costa Integrated Waste Management Authority Board
FROM: Peter Holtzclaw - Executive Director
SUBJECT: Property/Liability & Auto Insurance

ACTION REQUESTED:

Consider a MOTION to APPROVE the SDRMA FY 24-25 Property/Liability & Auto Insurance annual expense of \$13,894.

BACKGROUND:

RecycleMore pays for Property/Liability and Auto insurance annually, and requires Board approval for this expense.

DISCUSSION:

The Authority is required to carry Property/Liability and Auto insurance, and seeks Board approval for this annual expense, which is higher than the Executive Director's spending authority.

CONCLUSION:

Staff requires approval for FY 24-25 SDRMA Property/Liability & Auto Insurance of \$13,894.

FISCAL IMPACT:

RecycleMore requires Property/Liability and Auto insurance, with an annual cost of \$13,894 as budgeted.

ATTACHMENTS:

[Agenda Item 6.4 - Attachment 1: Property Liability Insurance FY 24-25 \\$13,893.98](#)

Property/Liability Package Program Invoice

Program Year 2024-25

West Contra Costa Integrated Waste Management Authority

3220 Blume Drive, Suite 139
 Richmond, California 94806

Invoice Date: 06/05/2024
 Invoice Number: 75608
 Member Number: 7154

| | |
|--|-----------|
| Property, Boiler/Machinery, Pollution, Cyber <i>Coverage for 2 reported item(s) valued at (including contents): \$53,783</i> | \$220.30 |
| Mobile/Contractors Equipment <i>Coverage for 0 reported item(s) valued at: \$0</i> | 0.00 |
| General Liability*, Errors & Omissions, Employee & Public Officials Dishonesty <i>Certificates: 4 Non-Member Certificate(s)</i> | 11,361.88 |
| Auto Liability (includes \$50 charge for non-owned auto coverage) <i>Coverage for 1 reported item(s) valued at: \$40,215</i> | 1,012.43 |
| Auto Comp / Collision <i>Coverage for 1 reported item(s) valued at: \$40,215</i> | 2,030.63 |
| Trailers <i>Coverage for 0 reported item(s) valued at: \$0</i> | 0.00 |

| | |
|-----------------------------------|--------------------|
| Gross Package Contribution | \$14,625.24 |
| Earned CIP Credits | 0.00 |
| Longevity Distribution Credit | 0.00 |
| MemberPlus Online RQ Bonus | 0.00 |
| Other Discounts | 0.00 |
| Subtotal | \$14,625.24 |
| 5% Multi-Program Discount | -\$731.26 |

Total Contribution Amount Due by July 15 **\$13,893.98**

**Current Limit of Liability is \$2.5M for G/L, A/L and E&O (excluding outside excess liability limits)*

Please pay in full by the due date. If not, a late charge of one percent (1%) per month, twelve percent (12%) per annum, will be assessed on all sums past due. Imposition of this charge does not extend the due date for payment.

Remit Payment to:

Special District Risk Management Authority
 P.O. Box 15677, Sacramento, California 95852

For invoice questions contact the SDRMA Finance Department at accounting@sdrma.org or 800.537.7790

Special District Risk Management Authority
 1112 I Street Suite 300, Sacramento, California 95814-2865
 Tel 916.231.4141 or 800.537.7790 | Fax 916.231.4111

www.sdrma.org



recyclemore
WEST CONTRA COSTA INTEGRATED
WASTE MANAGEMENT AUTHORITY

Agenda Report

DATE: July 18, 2024

TO: West Contra Costa Integrated Waste Management Authority Board

FROM: Peter Holtzclaw - Executive Director

SUBJECT: Website Management Contract Agreement

ACTION REQUESTED:

Consider a MOTION to APPROVE a new hosted website management contract with Nerd Crossing for a Not to Exceed (NTE) in the amount of \$25,000.

BACKGROUND:

The previous hosted website management vendor RecycleMore contracted with on March 31, 2021 was Citizen Communications LLC DBA Recyclist (a visionary software provider of waste and recycling compliance and sustainability programs). Recyclist was acquired by Routeware Global, Inc. (a provider of integrated technology solutions for the waste and recycling industry) on April 3, 2023. RecycleMore was approached by Routeware on April 10, 2024 and was instructed to look for a new hosted website management provider due to Routeware no longer going to be offering this service and will cease at the end of the 3-year contract on October 31, 2024.

Part of this contract included the What Goes Where tool/Online Sustainable "Green Guide" built into the website. RecycleMore is having separate discussions regarding the "Green Guide", (originally created by Recyclist), to determine the possibility of creating an entirely new widget tool for the website or build that in to the website with the new vendor, as this is also no longer being supported by Routeware. This is not included in these quotes. The WasteWizard tool presented by Routeware to replace the Green Guide has been quoted at too high of a price for what RecycleMore feels the appropriate value and use will be (specifically the portion of a Collection Calendar and a very basic Waste Sorting Game) and has respectfully declined to move forward with the WasteWizard product.

DISCUSSION:

Recyclemore distributed a Request for Quote (RFQ) to ten (10) potential vendors on June 11, 2024 and requested a response by June 26, 2024. Of the 10 vendors approached, only 8 responded which included: Civic Plus, Granicus/govAccess, MIG Inc., Nerd Crossing, S Groner Associates (SGA) Marketing, Streamline, Tripepi Smith, and WPBeginner LLC. Based on the responses, the lowest and highest costs bidders were removed from the short list as well as those vendors that would not be able to complete the transition process in time prior to October 31, 2024. Therefore, of the 8 vendors, Recyclemore is sharing the 3 top quotes here for the Board's review.

Attached are proposals from:

- Nerd Crossing
- Streamline
- SGA Marketing

Also, attached is the RFQ that was submitted to each vendor, for your reference.

RecycleMore would like to recommend to move forward with the approval of Nerd Crossing as the new website management provider. Nerd Crossing has proven to be a very good partner with RecycleMore as the current RecycleMore IT consultant. They have exhibited excellent response time and a local vendor. The pricing is fair and staff feel that NerdCrossing has the technical expertise of WordPress (which is the preferred Content Management System (CMS)) to be able to manage the website and the transition as well as capable of completing in the timeframe. Even though the Nerd Crossing quote for the website management has come in at \$22,500, RecycleMore is seeking a not to exceed approval of \$25,000 as sometimes with transitions, unforeseen time and costs may occur.

FISCAL IMPACT:

The fiscal impact will be a NTE contract for the new website rebuild which includes the site design (theme and site build) and content migration from the current site to the new site of \$25,000.

There will also be a cost for ongoing website technical maintenance and hosting that will be within the spending authority of the Executive Director and will not exceed \$10,000 annually, which is separate.

ATTACHMENTS:

[Agenda Item 6.5 - Attachment 1: RFQ - Website Management - RecycleMore 061124.pdf](#)

[Agenda Item 6.5 - Attachment 2: Nerd Crossing - RecycleMore Website Rebuild Proposal 2024.pdf](#)

[Agenda Item 6.5 - Attachment 3: Streamline - West Contra Costa Waste Management Authority RFQ.pdf](#)

[Agenda Item 6.5 - Attachment 4: S. Groner Associates \(SGA\) RecycleMore Website Management.pdf](#)



REQUEST FOR QUOTE

WEBSITE MANAGEMENT SERVICES

ISSUED: June 11, 2024

RESPONSES DUE: June 25 (by 11:59 PM)

REQUESTED BY:

LISA BORREANI, PROGRAM MANAGER, OUTREACH

WEST CONTRA COSTA INTEGRATED WASTE MANAGEMENT AUTHORITY/ (RECYCLEMORE)

The West Contra Costa Integrated Waste Management Authority (WCCIWMA)/RecycleMore is looking for a service provider to takeover and manage the current website located here:

<https://recyclemore.com/>

You have been identified as a vendor that may be interested in responding to this RFQ. RecycleMore is asking for you to prepare a quote which accomplishes the scope of work below, and also includes timeline, cost, and deliverables. Please feel free to offer other suggestions if needed.

BACKGROUND ON RECYCLEMORE

The West Contra Costa Integrated Waste Management Authority (WCCIWMA), dba RecycleMore, is a special district government agency, joint powers authority (JPA) created by the Cities of El Cerrito, Hercules, Pinole, Richmond, San Pablo, and Contra Costa County.

RecycleMore is responsible for the recycling and processing of all solid waste collected in the RecycleMore service area; rate setting; and household hazardous waste services.

RecycleMore provides outreach to residents, businesses, and schools to promote waste reduction, reuse, recycling, and organics composting, within the jurisdiction.

INTENT OF REQUESTED SERVICES

RecycleMore is seeking responses from well-qualified service providers who can provide the below scope of services of Website Management and understands the needs of a special district government agency using the website as a primary education and resource tool for the residents and businesses in the service area jurisdiction. The current organization that manages the RecycleMore website is ceasing their Website Management Services at the end of the current contract which is October 31, 2024. Ideally, RecycleMore will need to have the awarded service provider in place and be able to transfer the management over from the incumbent organization, RouteWare, prior to the end of the contract, allowing for adequate time for implementation and testing, etc. RecycleMore is NOT looking for a website redesign, but for a service provider to take over the current website and continue with ongoing maintenance management.

PROPOSED RESPONSE

In response to the RFQ, please include the following:

- 1) Company Information
Describe your organization which includes company values and services. Include your experience in website management as well as your background with government agencies and/or in sustainability/environmentally conscious work, if applicable.
- 2) Examples
Include examples of similar website designs that you have managed or currently manage and include URLs, if applicable.
- 3) Contact Team/Location
Include principal contact and team that would be assigned to the RecycleMore account, including technical service team, as well as the location.
- 4) Contact Management System (CMS) Platform
Ideally, RecycleMore would like to keep the same look and feel (theme) which is using Word Press as the CMS. Indicate your explanation of your proposed CMS, if different from Word Press. If Word Press, please indicate your expertise.
- 5) Website Hosting
Currently, RecycleMore uses Nexcess for website hosting. Please indicate if you have another suggested partner for hosting, or if this can still be used.
- 6) Project Timeline
Include a preliminary timeline with major tasks and milestones needed to take over the current website which includes setup, testing, and launching, which needs to be completed and live prior to the October 31, 2024 end date of the current contract.
- 7) Training
Include training opportunities for RecycleMore staff members that will have user access privileges, prior to the website going live.
- 8) Pricing
Include your cost for the scope of work listed below, and any other suggested items. It can be broken out by the following areas:
 - a) Takeover the current website management
 - b) Ongoing website management
 - c) OPTIONAL:
 - a. Custom What Goes Where Widget (for website and mobile app)
 - b. Content Writing
 - c. Newsletter

SCOPE OF WORK

- 1) Website Project Management (Take over project management and active ongoing administrative maintenance, site performance, link checks monitoring, including technical support, etc.)
- 2) Admin/User Access
 - a. User access to a "Back End" Dashboard for quick edits and be able to add or change local information and page content easily. Would like to be able to create and edit content pages without having to log into Word Press (limited user accessibility for certain users)
 - b. WordPress Admin Access – Would like to have full access to WordPress (for certain users)
- 3) Search Engine Optimization
- 4) Mobile Device Optimization
- 5) Accessibility/Language:
 - a. All desktops and handheld devices including mobile (adjusts automatically for format)
 - b. Compliance with Section 508 of the U.S. Rehabilitation Act (29 U.S.C. § 794d)
 - c. Up to 15 standard languages that user can select their preferred language, with English being the primary language
- 6) Metrics Dashboard/Performance Reporting
 - a. Google Analytics/Google Analytics Dashboard – Incorporate real time reporting with standard quarterly Key Performance Indicator's, with Google Analytics.
- 7) Testing & Quality Assurance
- 8) Security & Privacy Features
- 9) Ongoing Technical Support
- 10) Third Party Integrations/Plug-Ins
 - Granicus/Peak Agenda – Used for RecycleMore agenda board packets
 - Gravity – Used for online web-based forms
 - Curator.io – Incorporates Facebook social media feed onto website
 - Re:Source – County Resource Guide Integration
 - What Goes Where Widget – Possible partnership with RouteWare's Waste Wizard or created by another vendor
- 11) OPTIONAL:
 - a. Customer Software App Development – What Goes Where Widget
 - Can be discussed further if this is something that your organization can develop.
 - b. Content – Article News Blog/Copywriting Support
 - c. Newsletter – Copywriting and integration for regular email marketing newsletter.

WEBSITE OBJECTIVES AND FEATURES

Please refer to current website for look and feel and areas of interest to have on the RecycleMore website at www.recyclemore.com, which include:

- 1) Main Sections/Tabs on Website (approximately 8 tabs)
 - a. Section: About
 - b. Section: Residents
 - c. Section: Businesses
 - d. Section: Schools
 - e. Section: Hazardous Waste
 - f. Section: News Blog
 - g. Section: Events
 - h. Section: Board/Board of Directors Meetings (easily accessible)
- 2) Left hand side navigation on pages
- 3) Hero Banner Gallery Images/Videos (on home page)
- 4) Highlight Sections (on home page)
 - a. Highlights: Programs
 - b. Highlights: Events
 - c. Highlights: News Blogs
- 5) Site Content Search Capabilities
- 6) Social media integration
 - a. Link to Facebook and Instagram accounts
- 7) Sustainability Dashboard (NEW)
 - a. To incorporate overall program goals and regulatory compliance reports

RESPONSE SUBMISSIONS

Deadline to submit responses is: June 25, 2024 11:59PM

Please submit your responses to (email is preferred):

RecycleMore

Lisa Borreani

Program Manager, Outreach

3220 Blume Drive, Suite 139

Richmond, CA 94806

510-609-1215

lisab@recyclemore.com

Mailing Address: 77 Solano Square, Suite 351, Benicia, CA 94510

Website: www.nerdcrossing.com

E-mail: info@nerdcrossing.com

Phone : 1-888-NERD-XING (1-888-637-3946)



Website Management Services Proposal for RecycleMore

| Prepared For: | Prepared By: |
|---|---|
| RecycleMore Lisa Borreani - Program Manager, Outreach 3220 Blume Drive, Suite 139 Richmond, CA 94806 510-609-1215 lisab@recyclemore.com | Nerd Crossing 77 Solano Square, Suite 351 Benicia, CA 94510 (510) 275-3475 |

Dear Lisa,

July 12, 2024

We appreciate the opportunity to work on enhancing the website for RecycleMore. Based on your requirements and our initial assessment, we have outlined the details for the website rebuild and on-going support, along with associated estimates for your consideration. Please review the proposal below and let me know if you have any questions.

Cheers,

CEO/Chief Nerd



1. **Company Information:**

Nerd Crossing is an award-winning provider of web design, development, IT support, and marketing services. With over 13 years of experience, we specialize in delivering user-friendly, innovative, and impactful digital solutions. We are proud to be a certified Small Business (SB), Disadvantaged Business Enterprise (DBE), and Minority Business Enterprise (MBE).

Our company values center around collaboration, creativity, and a commitment to exceeding client expectations. Our experience in the public sector has given us a deep understanding of the unique communication and accessibility needs of government websites.

We specialize in working with government agencies (RecycleMore, WCCTAC, KFPD and Contra Costa County) and believe our technical expertise, combined with our dedication to user-centric design, makes us the ideal partner for this project. In addition, we have supported the previous website prior to the move to Recyclist and have been the trusted IT partner for RecycleMore for the past six years.

2. **Examples of Similar Website Designs:**

<https://nerdcrossing.com/web/portfolio/>



rcfconnects.org



Contra Costa
Youth Service Bureau

wccysb.org



martinezrefiningcompany.com

3. **Contact Team/Location:**

- **Project Manager:**
Jim Hammack, CEO/Chief Nerd | jim@nerdcrossing.com
- **Lead Developer:**
Stuart Mackay, Lead Full Stack Developer | stuart@nerdcrossing.com
- **Technical Support Team:**
Roya Babay, Graphic Designer and Marketing Assistant | roya@nerdcrossing.com

Our team is based in the San Francisco East Bay, allowing for seamless communication and collaboration with RecycleMore throughout the project.

4. **Contact Management System (CMS) Platform:**

We fully support RecycleMore's preference for WordPress as the CMS. Our team has extensive experience in WordPress development and customization. We are confident in our ability to leverage the platform's flexibility and functionality to create a visually appealing and user-friendly website that aligns with RecycleMore's branding.



5. Website Hosting:

We host all of our websites on a WordPress hosted platform called Pressable. Pressable is an industry-leading web hosting provider known for its excellent performance, security, and support, specifically tailored for WordPress websites.

6. Project Timeline: This website design will be scheduled for delivery in 6 phases.

| Phase | Task | Timeframe* |
|-------|--|--------------------------------------|
| 1 | Project Kickoff and Requirements Gathering | July 15, 2024 - July 26, 2024 |
| 2 | Content Migration and Review | July 29, 2024 - August 9, 2024 |
| 3 | Website Development and Customization | August 12, 2024 - September 20, 2024 |
| 4 | Accessibility Testing and Remediation | September 23, 2024 - October 4, 2024 |
| 5 | User Acceptance Testing | October 7, 2024 - October 18, 2024 |
| 6 | Launch and Post-Launch Support | October 21, 2024 (Ongoing) |

**Disclaimer: This proposal assumes prompt delivery of necessary materials, feedback, and approvals from RecycleMore. Delays may impact project timelines.*

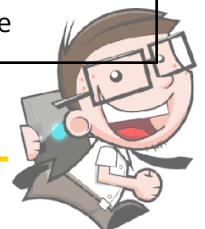
7. Training:

We will provide comprehensive training to RecycleMore staff members who will be responsible for managing the website. Training will cover content editing, user management, and basic troubleshooting. We will also provide ongoing support and documentation to ensure a smooth transition.

8. Pricing:

- 1. Website Rebuild Proposal - Quote: \$22,500**
- 2. Ongoing Support - \$425/month**

| Monthly Website Security, Maintenance and Backend Support | Site Security & Maintenance | Web Hosting |
|---|--|---|
| Ongoing managed backend web security support Includes up to 3 hours of support, not related to maintenance Additional hours will be billed at a small business rate of \$175/hour | Install patches for security vulnerabilities, new features, etc. | Hosted WordPress Platform |
| | Routine virus scans | Automated WordPress updates (not plugins) |
| | Monitor weblogs for unauthorized access | Automated site backups |
| | Update theme and plugins | Data redundancy |
| | QA site if any of the updated plugins call for it | 99.9% uptime |



9. Website Objectives and Features:

We have carefully reviewed the current RecycleMore website and understand the desired objectives and features. Our proposed design will maintain the existing structure and navigation while enhancing the visual appeal, accessibility, and overall user experience. We will work closely with RecycleMore to ensure the website meets the following objectives and features:

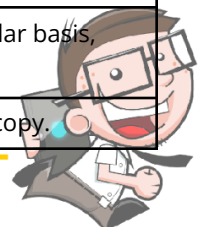
- ✓ Main sections/tabs as outlined in the RFQ
- ✓ Left-hand side navigation for easy browsing
- ✓ Hero banner gallery with images/videos
- ✓ Highlight sections for programs, events, and news blogs
- ✓ Site content search capabilities
- ✓ Social media integration (Facebook and Instagram)
- ✓ Sustainability dashboard (new feature)
- ✓ User-friendly admin/user access with varying levels of permissions
- ✓ Accessibility and language support
- ✓ Metrics dashboard and performance reporting with Google Analytics
- ✓ Thorough testing and quality assurance
- ✓ Integration with third-party plugins (Granicus/Peak Agenda, Gravity, Curator.io, Re:Source)

What Goes Where Widget: We can integrate RouteWare's Waste Wizard or develop a custom widget for your website, allowing users to find disposal information easily. We are happy to discuss this further and provide separate cost estimates upon request.

We have extensive experience working with WordPress plugins and third-party integrations, ensuring seamless integration to enhance your website's functionality and user experience.

We are confident in our ability to deliver a website that exceeds RecycleMore's expectations and serves as an informative, engaging, and accessible platform for all stakeholders. We look forward to collaborating with you on this project.

| There are a few key features that we'll build into your site, which we feel are important given your needs: | |
|---|---|
| Custom Theme Design | The site will be built on a customized WordPress theme and will be simple to use and mobile-friendly. |
| Sitemap | Minor changes to the existing sitemap. |
| Security Measures | We will implement security protocols such as industry-standard security plug-ins, anti-virus scans, role-based-access-controls, and HTTPS. |
| CTAs & Simple Navigation | Buttons, links to the and resources, and other elements to help users quickly get the information. |
| Social Media Integration | The website will feature links to all social media channels. |
| Site Performance and Maintenance | Nerd Crossing will make sure the latest updates are applied on a regular basis, monitor site performance, create backups, and send monthly reports. |
| SEO | Search Engine Optimization plugin included in build with customized copy. |



| | |
|-----------------|---|
| ADA Compliance* | All efforts will be made to meet current ADA compliance rules. *Nerd Crossing will not be liable for damages if the site is not fully ADA compliant. |
|-----------------|---|

Terms: To move forward with this service, please sign and return the enclosed agreement along with the agreed-upon payment. Once we receive your approval, we will proceed with the project. If you have any specific billing preferences or requirements, please let us know, and we will accommodate them accordingly. **Make the payment as follows:** A deposit of 50% is due upon signing this Agreement to initiate the project. An additional 40% is due four weeks after the project has commenced. The remaining 10% is due upon completion of the project and before the website updates are deployed to the live site. Outstanding balances are subject to an interest rate of 1.5% per month.

Mail all checks to: NERD CROSSING - 77 Solano Square, Suite 351 - Benicia, CA 94510

Net Due upon Commencement: \$11,250
 Net Due after Four Weeks: \$9,000
 Net Due upon Project Completion: \$2,250

Total: \$22,500

Ongoing support - \$425/month begins once the site is launched and is due at the beginning of each month.

Eligible time frame: This quote is valid for 30 days. Please note that these estimates are subject to change based on any additional requirements or changes you may request during the project. Website must be completed within 90 days of the proposal signing or their payment will be confiscated.

By signing below, you acknowledge that you have received and reviewed the Nerd Crossing proposal and agree to the terms outlined in the contract.

First Name *Last Name* *Title*

Signature *Date*





Recycle More West Contra Costa Integrated Waste Management Authority

NOTICE OF REQUEST FOR QUOTE

Website Redesign for Recycle More West Contra Costa Integrated Waste Management Authority

3220 Blume Drive, Suite 139 Richmond, CA 94806

Attn: Lisa Borreani



STREAMLINE

Cover Letter - Contact/Team Location

3301 C Street, Suite 1000, Sacramento, CA 95816
Drew Woodruff, Senior Special Districts Manager

Phone: (916) 775-5525
Email: drew@getstreamline.com

**Response to Recycle More West Contra Costa Integrated Waste Management Authority
for Website Redesign**

June 25, 2024

3220 Blume Drive, Suite 139 Richmond, CA 94806
Attn: Lisa Borreani

Dear Lisa,

We at Streamline Web are pleased to present this proposal for your consideration. It is likely quite a bit different than others you'll receive, as we have built an online, subscription-based toolkit *specifically for local government*. Traditional website-building companies and design firms are often not tailor-made for the needs of local government, and over the last decade, we have honed our tools and offerings with the help of over 1,800 customers across the United States. As a partner to the California Association of Special Districts (CSDA) and Contra Costa Special District Association, we have exclusively helped over 700 districts in California with ADA-compliant websites, including San Luis Obispo Integrated Waste Management Authority, which recently joined the Streamline platform. The specialized products and the best-in-class customer service that Streamline provides are what have allowed us to retain 99% of our customers since day one, and we are eager to share our offerings with the West Contra Costa Integrated Waste Management Authority.

Working on the Streamline Platform will provide seamless and easy-to-use tools for some of the Authority's most significant areas of concern; the site will always be compliant with the most up-to-date federal and state requirements (including Section 508), and the built-in features will make it easy for internal personnel to quickly change content and design, integrate social media postings for increased community engagement and manage current and past posts (and non-ADA compliant PDFs) with ease and no additional cost.

Local governments are doing important work at the most impactful level, and we would be honored to partner with you to help with that work. We know that standardized solutions for local government lead to better technology and better service and will help empower you to serve your community better. We would love to provide a demo to your team at your convenience and welcome any questions you may have.

Sincerely,
Drew Woodruff



Table of Contents

| | |
|--|-----------|
| Cover Letter - Contact/Team Location | 2 |
| Section 1 - Company Background | 4 |
| Key Personnel and Team Organization | 5 |
| Staff Members Leading in this Project:..... | 5 |
| Section 2 - Examples | 6 |
| San Luis Obispo Integrated Waste Management Authority - iwma.com..... | 6 |
| Sacramento Metropolitan Fire District - metrofire.ca.gov..... | 7 |
| Oak Lodge Water Services - oaklodgewaterservices.org..... | 8 |
| Section 3 - Content Management System (CMS) & Scope of Work | 9 |
| Section 3 - Website Project Management | 9 |
| CMS & Search Engine Optimization..... | 9 |
| Increased Engagement and Mobile Device Optimization..... | 9 |
| 100 % Compliant with CA Law..... | 10 |
| Testing & Quality Assurance..... | 10 |
| Security & Privacy Features..... | 10 |
| Section 5 - Content Migration | 11 |
| Section 5 - Ongoing Website Hosting and Maintenance | 11 |
| Section 6 - Project Timeline | 12 |
| Section 6 - Design | 13 |
| Section 7 - Training | 14 |
| T Training..... | 14 |
| S Support..... | 14 |
| Section 8 - Pricing | 15 |
| Overview:..... | 15 |
| Migration/Start-up Fee:..... | 15 |
| Subscription Cost:..... | 16 |

Section 1 - Company Background

Based out of Sacramento, Streamline currently has 37 in-house, full-time employees to support the Administrative, Sales, Marketing, Customer Success and Support, Product, Engineering, and Executive departments. Throughout this partnership, the West Contra Costa Integrated Waste Management Authority will be working with a dedicated Customer Onboarding and Success team to answer any questions at any time.

We work holistically with our customers to ensure they're up to date with everything they need to know to navigate evolving opportunities and risks. As a Streamline customer, you'll have access to ongoing education (webinars, blog posts, talks) related to a variety of topics, including ADA compliance, social media best practices, and AI use cases. We are also doing everything in our power to support your work at a policy level; we are active partners with the CSDA and the National Organization of Special Districts (NSDC) and frequently support policy efforts in California and beyond that enable districts to continue their good work (and avoid onerous, unfunded state mandates).

By choosing Streamline as a partner for your website, you will become part of a community. Our customers work together every day to improve our website options and capabilities to better serve their needs—over the past year, every feature we've built came from a customer request. The platform is constantly updated with new features and improvements, including everything needed to keep you compliant with state and federal regulations, the highest levels of cybersecurity on the back end, and front-end efficiencies to make your daily work easier.



Key Personnel and Team Organization

Mac Clemmens, CEO, has a passion for accessible technology and helping local government thrive, and he has worked with governments at every scale to offer compliant digital tools through Streamline and his previous company, Digital Deployment. Mac has worked closely with both CSDA and the National Coalition of Special Districts to partner with districts across the county to ensure ease and compliance with state and federal regulations. In 2018, Mac won the “access award” from Disability Rights California, the nation’s largest disability advocacy group, for his work creating ADA-compliant websites for various disabilities.

Stephen Potenza, Head of Engineering, brings almost 20 years of experience developing web-based applications. In addition to his technical expertise, he has an eye for design and brings an empathetic approach to user interface architecture.

Lindsay Hardy, Head of Product Design, is a thought leader in user experience and has designed some of the largest institutional websites in the United States, including Sac Metro, Nevada Irrigation District, and Yuba-Sutter Transit District. Prior to Streamline, he served in marketing leadership and design at the University of California, Davis, and Apple.

Ben Benarivo, Senior Analytics Engineer, is a seasoned data professional, currently a Senior Analytics Manager at Streamline. With over 6 years of experience, he has excelled in project management and data analytics at impact-focused startups and Siemens. He holds a Master's in Management Science and Engineering with a concentration in Analytics from Columbia University, along with bachelor's degrees in Project Management and Mechanical Engineering with a Mechatronics specialization from two other universities. He also holds an [AWS Certified Cloud Practitioner Certificate](#).

Maria Lara, Senior Director of Legislative Affairs, is one of Streamline’s earliest employees and has worked with over 500 districts on their websites for the past 6 years. As a [certified full-stack web developer](#), Maria also speaks on issues of particular importance to districts, such as how to be sure your website is ADA compliant, search engine optimization, and cybersecurity best practices.

Staff Members Leading in this Project:

- **Head of Customer Success: Karey Hansen** is known for her distinguished 15-year career at Sunrise Recreation and Park District, where she worked in various capacities to assist with district operations while managing more than 100 employees. She went to work for a special district because she was inspired by her father’s passion to serve others as a general manager of a water district.
- **Senior Customer Success Manager: Kurt Danilson** is a highly experienced customer success account manager who has effectively built, trained, and launched over 200 special district websites.

Section 2 - Examples

San Luis Obispo Integrated Waste Management Authority - iwma.com

Problem - San Luis Obispo Integrated Waste Management Authority’s website faced significant challenges in three key areas. First, the site was not compliant with ADA standards, and the team lacked the necessary knowledge to meet the requirements of Section 508. Second, the site needed enhancements in visual appeal, particularly on pages dedicated to the Hazardous Waste Programs. IWMA needed to easily integrate with third-party applications like calendars and registration tools. Lastly, with little technical expertise, only a few members were making edits and changes, resulting in an overwhelming workload for those individuals.

Solution - With Streamline, IWMA can confidently remain at 100% compliance with ADA standards 24/7, simplifying the process of identifying and fixing any errors. Streamline provided IWMA with a beautiful layout that did not compromise the user-friendliness of both the end-user and the internal admin that would update the website. Streamline seamlessly integrated all their third-party tools onto their website to make it easier for their community to search for event registrations, whether that be via a desktop or mobile phone.

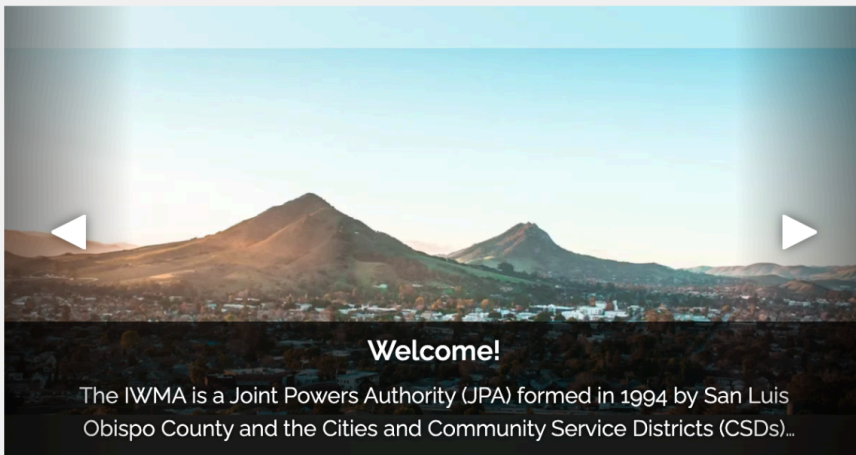


SAN LUIS OBISPO COUNTY
INTEGRATED WASTE MANAGEMENT AUTHORITY
Connecting the Community to Waste Solutions



Contact Us

- Home
- About ▾
- Recycling Guide
- Hazardous Waste ▾
- Residents ▾
- Businesses ▾
- Schools ▾
- SB 1383 Organics ▾
- Resources ▾



- #### QUICKLINKS
- [Play The Sorting Game!](#)
 - [Interactive Facilities Map](#)
 - [Waste & Recycling FAQs](#)
 - [Useful Phone Numbers](#)
 - [SB 1383 \(CA Organics Law\)](#)
 - [Hazardous Waste](#)
 - [Board Meetings](#)
 - [Our Staff](#)

- Click here to take our 5-minute survey!**

We want to hear your thoughts! How do you recycle and compost in SLO County?

[YOUR FEEDBACK MATTERS! >](#)
- Can We Point You in the Right Direction?**

We are not a solid waste hauler, and we do not manage local landfills, but we can help you can find their contact information on our 'Useful Phone Numbers' page.

[READ MORE >](#)
- Hazardous Waste Facility Holiday Calendar**

Please note all Household Hazardous Waste Facilities in SLO County will be closed on the following days:

[READ MORE >](#)
- Free Food Scrap Pail**

All of your organic waste can go into your food scrap pail, and once your pail is full, it can be dumped into your green waste bin.

[READ MORE >](#)
- SLO Take Back Program**

Through the IWMA's SLO Retail Takeback Program, every retailer that sells household batteries, compact fluorescent lightbulbs (CFLs) and fluorescent tubes, mercury-added thermostats, paints, sharps...

[READ MORE >](#)
- The Sort Report**

Hot off the press! The IWMA publishes a quarterly newsletter. The Sort Report, surrounding solid waste issues in San Luis Obispo County. Stay tuned for event announcements, program updates, waste...

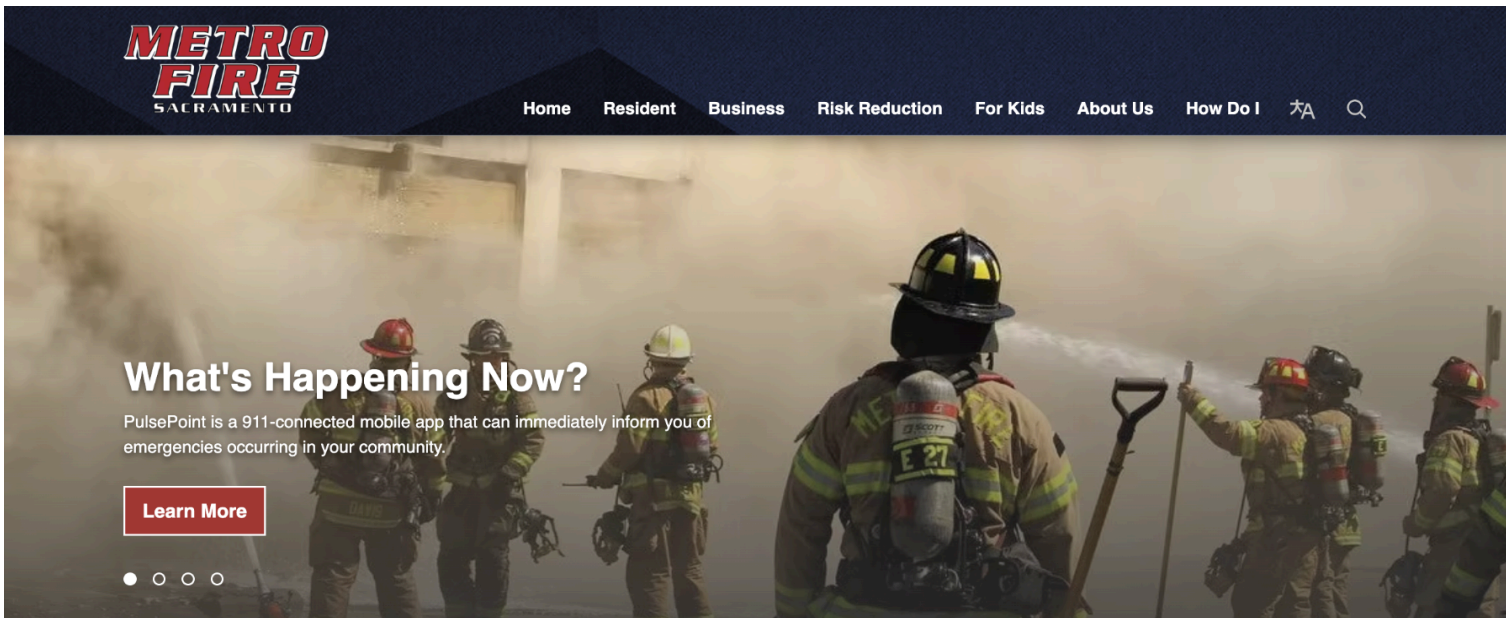
[READ MORE >](#)



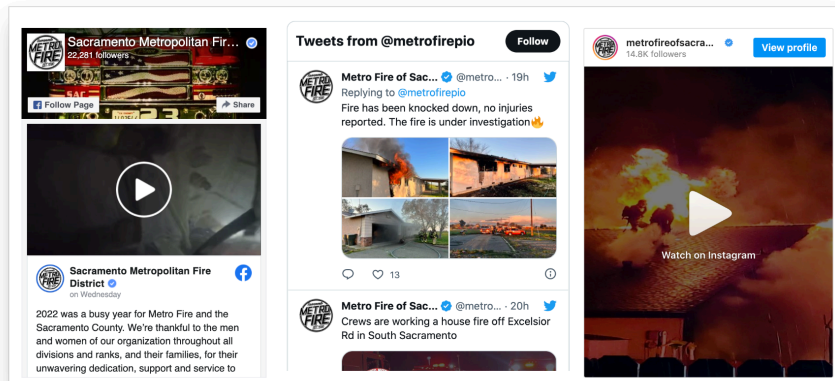
Sacramento Metropolitan Fire District - metrofire.ca.gov

Problem - As the 7th largest fire agency in the State of California, Sacramento Metropolitan Fire realized that they needed to bring their website to the modern age. However, due to the constantly evolving nature of their service, they could not afford to sacrifice autonomy and the ability to make updates quickly. Adding to their concerns, they discovered numerous website solutions lacked ADA compliance, posing a liability risk and limiting their ability to serve the entire community.

Solution - With Streamline, Sacramento Metropolitan Fire found a modern and user-friendly website design that significantly improved public navigation. They even added new tools, like an interactive map for their 16 departments and registration for their Fire Camp. Rather than a website that was merely used for updates, it is now a place to showcase all of the great work they did for the community outside of fighting fires.



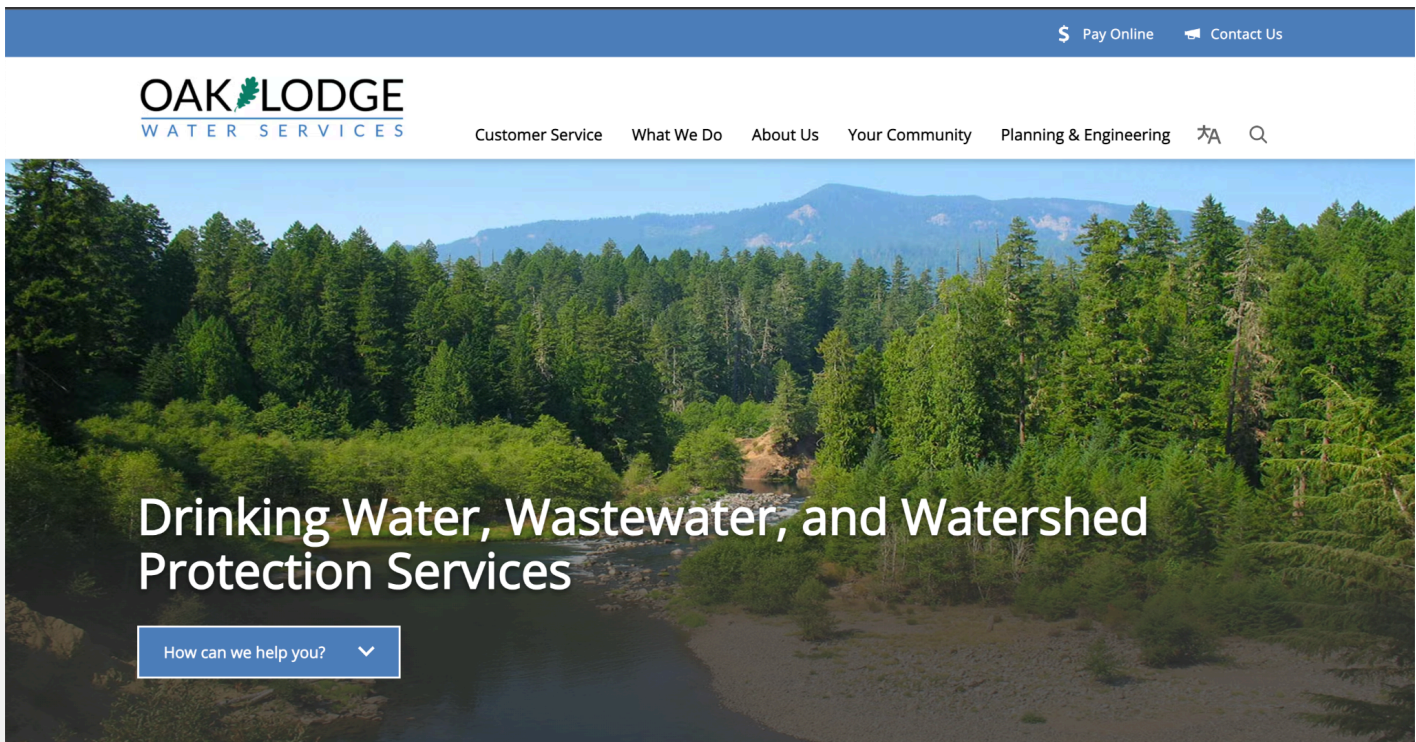
Metro Fire on Social



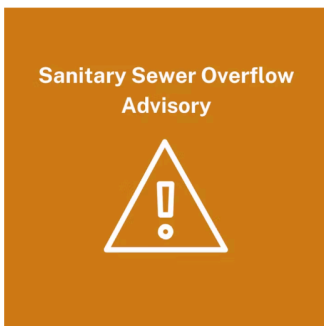
Oak Lodge Water Services - oaklodgewaterservices.org

Problem - During Oak Lodge Water Services' transition from district to authority, their top priority was communicating the “rebrand” to over 5,200 customers. Without being able to make changes on the website themselves, they faced a costly (\$5,000+) and time-consuming (3+ months) redesign through Municode (now CivicPlus). They also struggled with MailChimp integration and aimed to launch a newsletter to meet modern outreach standards for their highly engaged customer base.

Solution - Through collaboration with Streamline's customer success team, the district quickly accomplished a successful website rebrand. Streamline handled the heavy lifting of content migration, allowing their IT and outreach teams to make real-time changes effortlessly on their own. This eliminated the need to revisit redesign proposals, putting the tools they needed right at their fingertips. On top of this, they leveraged Streamline's Engage tool to achieve more efficient and cost-effective communication via email and social media integration through the website.



News & Events



Heavy Rain Causes Sanitary Sewer Overflowing to the Willamette River



We're Investing in a Resilient Water Future



Stormdrain Cleaning Assistance Program open March 1 - April 30

Section 3 - Content Management System (CMS) & Scope of Work

Section 3 - Website Project Management

Streamline offers accessible and compliant websites, intranet software, and communication tools to assist local governments in promoting their work. Our solutions will support you with online compliance, internal operations, and community outreach, including a CMS system.

CMS & Search Engine Optimization

- **Simple to use CMS:** provides complete control over your menus, content, videos, images, and files. Set granular permissions to assign various levels of access for editors.
- **Unlimited hosting and support:** upload as many files as you like, and reach out anytime you need us for something.
- **Clear, intuitive control:** over content, including image size and placement.
- **Theme customizer:** allows you to change the look and feel of your site in seconds, with no technical knowledge or cost (see some of the options at <http://tinyurl.com/streamline-theme>)
- **Search engine optimized:** Streamline is SEO-enabled by default with short URLs, custom site descriptions, and more.
- **Secure:** We work with the LetsEncrypt certificate service to automatically issue and renew your SSL certificates at no additional charge. This improves your search engine ranking automatically!
- **Site analytics:** easily embed Google Analytics and set up automated reports.
- **Easy integrations:** Streamline easily integrates with any desired tools, now or later.
- **Printable Pages:** take your site's resources from digital to paper with a click

Increased Engagement and Mobile Device Optimization

- **Notifications:** easily integrated banner and alert system for annual posting notifications to constituents and other pressing district news.
- **Search inside PDFs:** allows your visitors to find documents matching their search terms that are inside file attachments like PDFs, Word Docs, etc.
- **Responsive and mobile-friendly:** out of the box—no need to manage a separate app or content for your mobile site. You won't get penalized by Google and removed from search engine results on mobile devices.
- **Emergency notification drop-down:** notify site visitors of special events, in either notice mode (gray) or emergency mode (red). Set or disable with the click of a button.
- **Push to social or email subscribers:** directly from a website page.
- **In-app calendar:** that automatically populates meetings and events, with the ability to create repeatable events (new feature!). We can also integrate with your calendar vendor Peak Agenda!
- **E-signatures:** successfully allow your customers to sign documents within the site instead of using a third-party provider.

100% Compliant with CA Law

- **Meeting dashboard:** The meeting dashboard is designed to help the West Contra Costa Integrated Waste Management Authority to keep up to date with federal and state requirements. See at a glance if you're missing any agendas or minutes, and upload unlimited supporting documents.
- **Agenda reminders:** Use the agenda reminder functionality to send an email to the Board Secretary before the posting deadline so you never forget to post your agenda online.
- **A clear indication of state compliance:** The transparency dashboard indicates the website content required in Colorado and allows you to create and publish this content with ease.
- **ADA / Section 508 compliance:** for visitors with disabilities, as required by federal and CA law
- **Translation capability:** enable Google Translate for the languages of your choice (no charge).
- Compliance with all current and upcoming government requirements: The state will likely keep passing on mandated posting requirements, and we'll be here to provide the tools you need to comply.

Testing & Quality Assurance

- **Code security:** our architecture features an immutable codebase, so platform code cannot be changed outside of our normal dev-test-release process.
- **Secure headers:** We enforce HSTS and Content Security Policy headers.
- **SSL certificates:** We work with the LetsEncrypt certificate service to automatically issue and renew your certificates.
- **Best Practices:** We monitor NIST, and MS-ISAC, and use package managers to monitor the code status of all codes. Any security patch is deployed within 24 hours of public disclosure. Follows the [Twelve-Factor Methodology](#) for application design.
- **Uptime monitoring:** We are notified within a minute of any issue with the platform due to ongoing automated checks.
- **US-based support:** our team will respond immediately to business-critical issues. All responses are tracked and routed using an online ticketing system.

Security & Privacy Features

- **Security audits:** we conduct two types of audits: Automated security scans through industry-standard tools and manual penetration testing via 3rd party security firms
- **Security awareness training:** ensuring that your staff are aware of phishing attacks and other schemes is essential
- **Independent site scans:** we have partnered with numerous industry leaders including SecureWorks to independently scan and certify the security of the platform on behalf of the systems we serve
- **Secure by design:** we have designed our platform to reduce the attack surface as much as possible at the platform architecture level.

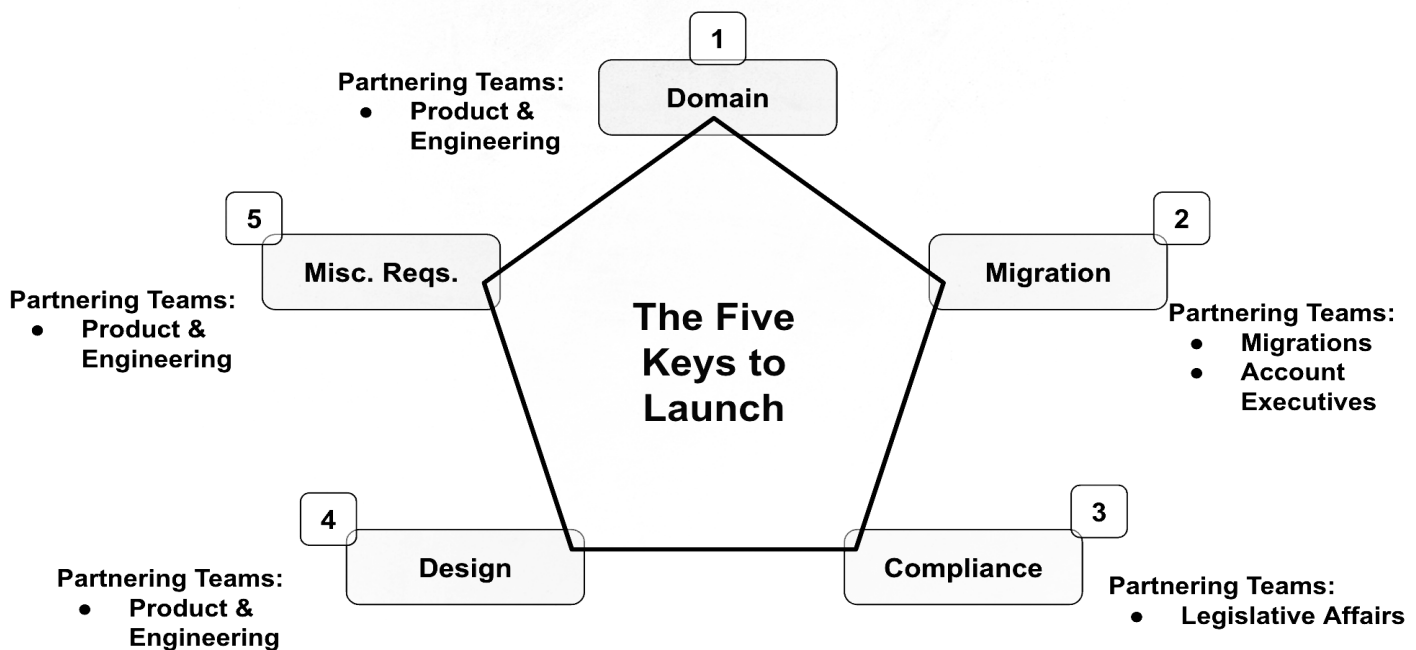
Section 5 - Content Migration

- As part of Streamline’s Customer Success Department, our dedicated Implementation Managers and Content Migration Team will handle all transfer of content from your previous site, including HTML, embedded content, hyperlinks, images, videos, and documents. Initial website design and structure will be principally agreed upon with district stakeholders and can be updated following the staff online training session.

Section 5 - Ongoing Website Hosting and Maintenance

- Best-in-class cloud hosting:** US-based Infrastructure on Amazon Web Services
- 99.95%+ uptime:** even when accounting for scheduled maintenance, the reliability of the platform exceeds industry standards
- Multi-region redundancy:** we use multiple Amazon availability zones for seamless failovers in the case of a broad outage
- Hourly backups:** made possible with Amazon Aurora, a distributed, fault-tolerant, self-healing storage system that auto-scales up to 128TB per database instance. It delivers high performance and availability with up to 15 low-latency read replicas, point-in-time recovery, continuous backup to Amazon S3, and replication across three Availability Zones (AZs). There is no additional cost for annual routine maintenance and support to troubleshoot.
- Throughout onboarding, our Customer Success Team will designate an exclusive Implementation Manager who will guide your organization through 5 areas: domain and website hosting, migrating content, ensuring 100% compliance before launch, providing advice for design, and finalizing any miscellaneous requests.

Implementation Managers manage the onboarding process and work with necessary departments to complete the onboarding process if needed.



Section 6 - Project Timeline

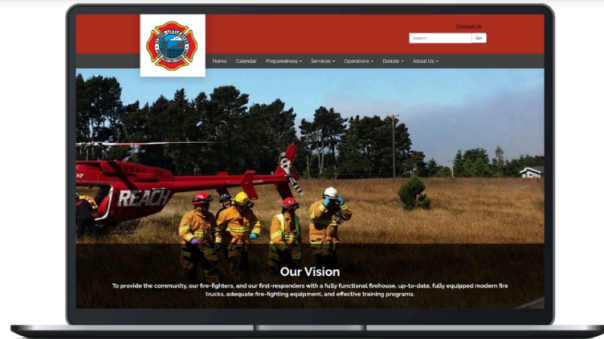
| Phase | Needed Steps | Why? | Timeline |
|------------------------------|--|--|-------------|
| 1. Domain | <ul style="list-style-type: none"> <input type="checkbox"/> Access domain registrar account control panel or DNS records <input type="checkbox"/> Update DNS records or transfer domain to Streamline (via Amazon AWS) | Without the ability to “point” your domain to your new website, we can’t go live! | Week 1 |
| 2. Migration | <ul style="list-style-type: none"> <input type="checkbox"/> Review content being migrated and discuss what to keep and what to not migrate <input type="checkbox"/> Your old site content will be migrated to your new site. Files older than 3 years old will be “archived” into .zip folders. | To accelerate the onboarding process and take care of the “heavy lifting” for you! | Weeks 2 - 5 |
| 3. Compliance | <ul style="list-style-type: none"> <input type="checkbox"/> Address missing items in the Compliance dashboard <input type="checkbox"/> Update flagged Accessibility items within the accessibility dashboard <input type="checkbox"/> (Our Getting Started training reviews how to do so) | Special District websites should comply with all applicable regulations and be accessible to everyone! | Week 6 |
| 4. Design | <ul style="list-style-type: none"> <input type="checkbox"/> Choose a design concept for your new website using our website gallery <input type="checkbox"/> We offer customized design utilizing code (HTML, CSS, etc.) | It’s important to express your district’s brand to better connect with your community! | Week 8 |
| 5. Misc. Requirements | Anything necessary for your site to function, including: <ul style="list-style-type: none"> - Payments (Streamline payments, third-party bill pay) - Registration (Classes, events, etc.) - 3rd Party embeds (Maps, calendars, and data) | Your district may have other components to consider when launching your website | TBD |

Section 6 - Design

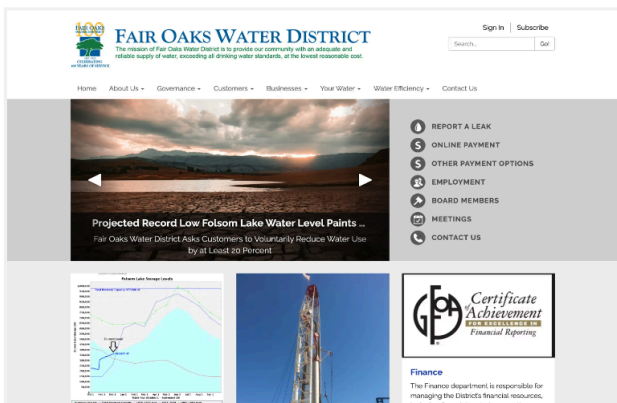
Streamline will provide the Authority the autonomy to choose the design template that best fits your organization. Below is a view of our Website Inspiration Gallery, you can access the entire gallery [here!](#) Additionally, Streamline will assign your organization an exclusive Customer Success Implementation Manager who can provide suggestions as needed.

Need a little inspiration for your special district website?

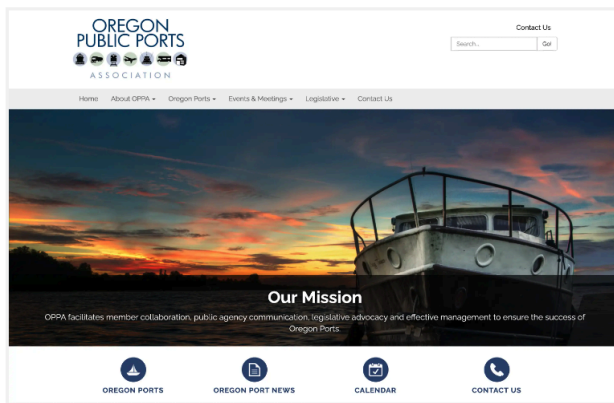
Browse our website gallery to see how special districts like yours are using their websites to simplify everyday operations and serve their community.



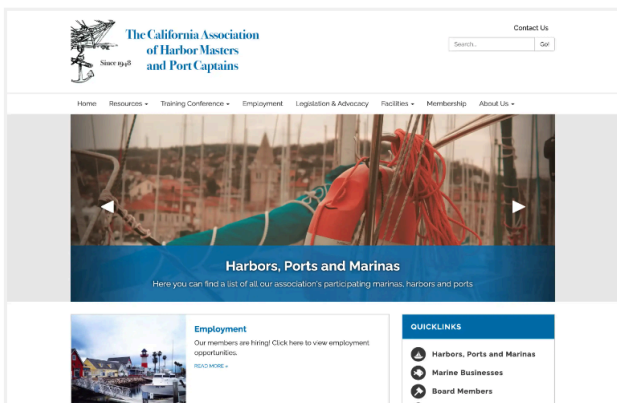
[All Districts](#) [Community Service](#) [Cemetery](#) [Environmental](#) [Fire](#) [Healthcare](#) [Library](#) [Mosquito](#) [Parks and Recreation](#) [Transportation](#) [Utility](#)



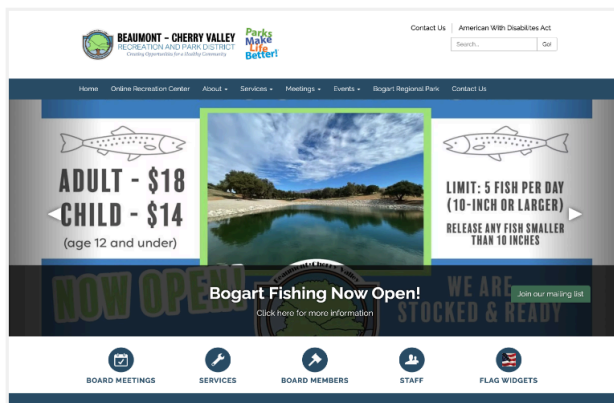
Fair Oaks Water District



Oregon Public Ports Association



The California Association of Harbor Masters and Port Captains



Beaumont-Cherry Valley Recreation and Park District

Section 7 - Training

The Authority will be assigned an Implementation Manager to oversee the website build and user training. We will train as many district staff members on the platform as per your request. Training and customer support are provided at no additional cost, and there is no charge for adding more users!

Operating hours are M-F 9 AM - 5 PM PST and unlimited ticket support!

Training

We'll teach you how to use your website

- 1-hour start-up training for all users
- New staff member training as needed
- Hundreds of on-demand tutorials
- Monthly Masterclass webinars

Support

We'll jump in if you need help getting it done

- Dedicated phone support hotline
- Request help through your website
- One-on-one Zoom session
- Email support

When you reach out, a real human will get back to you in **less than 1-hour**

94% of all submitted support issues receive a positive resolution rating by customers



“Streamline has made my life so much easier! I don't procrastinate because I'm intimidated, and I know that if I need help, I can ask. Thank you for taking a daunting task and making it easy, even fun, so that our patrons can find the information they need when they need it.”

- *Su Liudahl, Creswell Library District*



“When I needed help getting more detailed work done on the website, I was able to schedule a one-on-one with the team in no time. During our meeting, they showed me some cool tricks and got our website looking outstanding! Plus they're just friendly and great to work with.” - *Taylor Gullikson, Los Olivos Community Services District*

Section 8 - Pricing

Overview:

→ Below is an overview of Streamline’s subscription cost and everything that is included. Our one-time start-up cost covers all content migration, which is all done by our in-house migrators. While the pricing package explains each benefit to the Authority’s need, we encourage you to schedule a 45-minute demonstration of the latest site developments and the administrative interface that allows non-technical users the ability to update the website as needed.

What's Included With Every Subscription

Technology

- ✓ Easy-to-use website tool allows you to control your content - no more waiting on a vendor or IT.
- ✓ Built-in ADA compliance (the platform is fully accessible out of the "box").
- ✓ State-specific transparency dashboard with checkpoints for all posting requirements.
- ✓ Meeting dashboard with agenda reminders, one-click agenda, and minute upload that takes seconds.
- ✓ Ongoing improvements to existing features included at no cost - your software will never be out of date.

Setup + Training

- ✓ Free domain included (acmemud.specialdistrict.org) or connect your own custom domain/web address.
- ✓ Free SSL security certificate so that your site is served over https and visitors are protected.
- ✓ Training for anyone on your staff via remote meetings to help you learn the system.
- ✓ Unlimited secure hosting, bandwidth, storage space, and archiving of content in compliance with public records request laws in all 50 states.

Ongoing Support

- ✓ Unlimited support is included for anyone on your staff responsible for updating the website.
- ✓ Support system is built into your website - get help with the click of a button.
- ✓ Extensive knowledge base of how-to articles and getting-started guides are available 24/7.
- ✓ Can't figure out how to send your question? That's ok, you'll have our technical support number, too.
- ✓ And if (when) your state passes additional website mandates, Streamline will be updated to help you comply as effortlessly as possible.

Migration/Start-up Fee:

- \$2,500 one-time payment for a full migration and build of the new website!
- Streamline's onboarding experience always includes unlimited ticket, phone, and email support. Every customer receives our best practices site construction and DNS (website domain) assistance. Any additional questions can be directed to Drew Woodruff.

Complete+ Setup

\$ **2,500** base price

200+ pages, files, images, videos, etc

Subscription Cost:

- The subscription provides unmatched design and annual reviews with **Streamline’s Product Design Specialist**.
- Pricing includes the full migration and build of the new website with annual website hosting
- As CSDA members, we have provided the Authority with a 30% discount to our services
- Guaranteed 100% ADA-compliant with \$50,000 Indemnification from ADA issues via CommonLook
- Includes configurations for **social media sharing** and integration with third-party tools
- Includes **unlimited** numbers of users for the website
- Streamline's onboarding experience always includes **unlimited ticket, phone, and email support**.
- Every customer receives our best practices site construction and DNS (website domain) assistance. Any additional questions can be directed to Drew Woodruff.
- The proposal is valid for **90 days** from the RFP Due Date, June 25th, 2024



















Operations Pro

Everything that is offered in our compliance & community plans + intranet, social feeds, board reports, & reviews.

Perfect for districts who want to streamline operations.

CSDA Discount ~~\$1,050~~ **\$735** /month 

Subscription Includes:

-  Website hosting + content management
-  Amplify+™ design & experience builder (new in 2024)
-  Google maps & locations integration (new in 2024)
-  Social feed integration
-  Annual design reviews
-  Annual board reports
-  Compliance + posting checklist
-  ADA accessibility assistant
-  Access to PDF remediation
-  \$50,000 indemnification from ADA issues
-  Meetings assistant
-  One-click social sharing
-  One-click email marketing & subscription building
-  Payments / commerce tools
-  E-Signature Forms
-  Internal communications hub
-  Support with integration of embedded tools
-  Training + support

Page: **Layout**

WEBSITE MANAGEMENT SERVICES



490 43rd Street, Unit #214
Oakland, CA 94609

Phone: 510.224.5086
E-mail: SGroner@SGAmarketing.com
Web: www.sgamarketing.com



TABLE OF CONTENTS

| SECTION | PAGE |
|--|-------------|
| Cover Letter | 3 |
| Company Information | 4-6 |
| Website Examples | 7-24 |
| Contact Team/Location | 25-26 |
| Contact Management System (CMS) Platform | 27 |
| Website Hosting | 27 |
| Project Timeline | 28-29 |
| Training | 29 |
| Pricing | 30 |



Date: June 24, 2024

Reference: Website Management Services

S. Groner Associates (SGA) is submitting this proposal in response to **West Contra Costa Integrated Waste Management Authority (WCCIWMA)/RecycleMore's** Website Management Services RFP. At SGA, we pride ourselves on being a full-service strategic marketing and communication corporation dedicated to public education and outreach, with a strong focus on promoting the public good.

SGA has an extensive history of working in Contra Costa County. We are currently working with the Contra Costa Clean Water Program, Contra Costa Water District, and Contra Costa County Department of Conservation Development to promote environmental awareness and engage stakeholders in sustainable practices. We recently worked with the Central Contra Costa Solid Waste Authority (RecycleSmart) on its organic recycling public education campaign.

Our extensive experience in partnering with government agencies has allowed us to deeply understand and effectively engage residents on issues that drive positive community and environmental changes. We believe this aligns perfectly with RecycleMore's mission and goals.

Over the years, we have successfully developed and managed numerous websites that empower local communities to adopt long-term, substantive environmental behavior changes. These websites are designed not only to increase public knowledge of the agency's activities and accomplishments but also to be streamlined, citizen-centric, and mobile-friendly. Our approach ensures that the websites we manage remain relevant and effective, avoiding obsolescence and continuously meeting the evolving needs of the community.

We are excited about the possibility of bringing our expertise and passion for public education to RecycleMore. Our team is committed to delivering high-quality website maintenance services that will support RecycleMore's objectives and enhance its online presence.

Thank you for considering our proposal. We look forward to the opportunity to collaborate with you and contribute to the success of RecycleMore's initiatives.

Sincerely,


Stephen Groner, SGA President



Founded in 1998, SGA is a full-service strategic communications corporation with an emphasis on public education, community outreach, and behavior change. SGA provides development and implementation support for public outreach and education programs for cities and counties across the state.

Located in Oakland, California, SGA employs twenty-two full-time and part-time staff in addition to a dedicated roster of freelance professionals that help SGA provide a comprehensive suite of services ranging from graphic design to website development to custom videos. Creating public outreach campaigns to counter the negative effects of human behavior on the local environment is a complex effort. We are acutely familiar with the challenges associated with modifying individual actions, particularly those related to environmental and sustainability issues. We have developed and executed many successful and effective outreach campaigns throughout California to promote sustainable behaviors.

Before SGA, Stephen worked for the County of Los Angeles Department of Public Works for nearly a decade as an Environmental Engineer and Program Manager. While at the County, Stephen headed the Environmental Affairs Program, which managed the County’s Household Hazardous Waste (HHW) program, the largest program of its kind in the country, serving almost 10 million residents. This experience gives SGA keen insight into understanding the intricacies of government schedules, as well as the importance of public engagement and education for project success.

As a full-service marketing agency specializing in developing and managing multi-faceted communications and outreach campaigns that further our clients’ missions, we marry creative insight with strategic vision, converting strategy into action through core messaging disseminated across a spectrum of digital and traditional platforms.

A STRONG AND STABLE HISTORY

SGA has over twenty-five years of experience designing and implementing communications and marketing campaigns that foster public awareness of government sustainability initiatives. We have a successful track record of developing and implementing numerous multimedia communications and marketing plans on behalf of cities, counties, the State of California, nonprofit organizations, and the federal government.

EXTENSIVE EXPERIENCE, EFFICIENT TEAMWORK

Our team’s experience, agile organizational structure, and proactive attitude have driven our success as a firm. For each campaign, we assemble a project team from a pool of strategic planners, graphic designers, programmers, illustrators, creative media buyers, media analysts, social media experts, copywriters, videographers, producers, and public relations specialists to ensure each project is staffed for success. Our iterative approach and lean structure allow us to serve our clients’ dynamic needs.

INNOVATIVE AND CREATIVE APPROACH

We have extensive experience designing marketing campaigns that build upon a client’s brand and organizational history. SGA can quickly process an organization’s brand identity and recent activities to develop a comprehensive marketing action plan that includes media plans, messaging strategies, budgets, and metrics to define and guide success. In addition to traditional marketing services, we offer clients a full range of “outside of the box” creative marketing tactics to drive engagement and campaign success.

WEBSITE CONTENT CREATION AND MANAGEMENT

Over the years, SGA has designed, launched, and supported more than 35 mobile-optimized and responsive websites for our clients. We have helped government entities transform and maintain their static websites into content-rich destinations and personal user experience portals. The websites vary in terms of target audience, ranging from a multi-audience site for the San Bernardino County Public Education Program, to the Bay Area

Stormwater Management Agencies Association’s focus on youth littering, to the revitalization of the Watts neighborhood. While the objectives of each organization may be different, the goals are all the same: develop websites that increase awareness and help educate stakeholders.

Here are some websites we have designed, developed, and managed:

- [Los Angeles County Dept of Public Works](#)
- [FIRST 5 Santa Clara County](#)
- [FIRST 5 Parents Santa Clara County](#)
- [San Mateo Countywide Water Pollution Prevention Program \(Flows to Bay\)](#)
- [San Mateo County Flood & Sea Level Rise Resiliency District \(One Shoreline\)](#)
- [San Bernardino County Stormwater Public Education Program](#)
- [Riverside County Stormwater Public Education](#)
- [City of Lincoln Stormwater Program](#)
- [Bayfront Canal And Atherton Channel Flood Management & Restoration Project](#)
- [Sonoma County Groundwater Sustainability Agencies](#)
- [South Bayside Waste Management Authority \(RethinkWaste\)](#)
- [CA Dept of Food and Agriculture Bird Ownership and Disease Prevention \(SoCalNestbox\)](#)
- [TahoePlates.com](#)

ENVIRONMENTAL PUBLIC OUTREACH AND EDUCATION EXPERIENCE

We consider proactive engagement to be the most effective way to communicate important environmental initiatives and foster an atmosphere of community collaboration. Following this approach, SGA has developed and executed dozens of successful environmental campaigns throughout California. We have included some summaries of the work we have done in Contra Costa County.

| | | |
|--|--|--|
| Client: | Contra Costa County Department of Conservation Development, Solid Waste and Recycling Division | |
| Project Name: | Illegal Dumping Public Education Campaign | |
| Reference: | Dylan Chiu, Planner 925.655.2912, Dylan.Chiu@dcd.cccounty.us | |
| Project Staff: | Stephen Groner, Ly Nguyen, Tess Hundley, Katie Gala, Nanami Yoshimura, Tim Sams | |
| Budget: | \$219,848 | |
| Project Dates: | 2024 | |
| Percentage of work SGA is/was responsible for: | 100% | |
| Project schedule and budget: | Project tasks have been completed on schedule and within budget. | |
| Description of work performed: | | |
| SGA is helping Contra Costa County develop and implement a comprehensive 6-month Countywide Educational Public Outreach Campaign aimed at addressing the issue of illegal dumping in unincorporated Contra Costa County. The campaign’s primary goal is to significantly reduce the incidence of illegal dumping within Contra Costa County. | | |

| | | |
|-----------------------|---|--|
| Client: | Central Contra Costa Solid Waste Authority (RecycleSmart) | |
| Project Name: | Organic Waste Recycling Outreach Campaign | |
| Reference: | Ashley Louisiana, Waste Prevention & Recycling Manager 925.906.1801 ext.109, ashley@recyclesmart.org | |
| Project Staff: | Stephen Groner, Ly Nguyen, Paige Rosenberg, Katie Gala, Nanami Yoshimura, Claudia Vasquez | |

| | | |
|---|--|--|
| Client: | Central Contra Costa Solid Waste Authority (RecycleSmart) (Cont'd) | |
| Budget: | \$50,000 | |
| Project Dates: | 2021 - 2022 | |
| Percentage of work SGA is/was responsible for: | 100% | |
| Project schedule and budget: | Project tasks have been completed on schedule and within budget. | |
| Description of work performed: | | |
| SGA worked with RecycleSmart to increase participation in organic recycling and food waste prevention initiatives on the part of residents, commercial businesses, and schools. Our strategic approach to the organic recycling initiative utilized print collateral, online outreach materials, and truck signs to disseminate a core set of messages. | | |

| | | |
|---|---|--|
| Client: | Contra Costa Clean Water Program | |
| Project Name: | Stormwater Pollution Prevention Public Outreach and Education | |
| Reference: | Rinta Perkins, Interim Program Manager 925.313.2392, RPerkins@pw.cccounty.us | |
| Project Staff: | Stephen Groner, Michelle Dissel, Paige Rosenberg, Katie Gala, Nanami Yoshimura, Claudia Vasquez | |
| Budget: | \$200,000/annual | |
| Project Dates: | 2022 - Present | |
| Percentage of work SGA is/was responsible for: | 100% | |
| Project schedule and budget: | Project tasks have been completed on schedule and within budget. | |
| Description of work performed: | | |
| SGA is working with CCCWP to develop and manage various countywide pollution prevention campaigns. The goals are to educate residents on protecting water quality by successfully informing, engaging, and ultimately changing their behaviors. | | |

| | | |
|--|--|--|
| Client: | Contra Costa Water District | |
| Project Name: | Strategic Communication and Marketing | |
| Reference: | Jennifer Allen, Director of Public Affairs 925.688.8041, jallen@ccwater.com | |
| Project Staff: | Stephen Groner, Tara Dales, Paige Rosenberg, Katie Gala, Nanami Yoshimura, Claudia Vasquez | |
| Budget: | \$50,000 | |
| Project Dates: | 2022 - Present | |
| Percentage of work SGA is/was responsible for: | 100% | |
| Project schedule and budget: | Project tasks have been completed on schedule and within budget. | |
| Description of work performed: | | |
| SGA is working with the District to build positive customer awareness and enthusiastic customer support, assist in identifying short-term outreach opportunities, and develop comprehensive marketing strategies and tactical plans. | | |



SAN MATEO COUNTYWIDE WATER POLLUTION PREVENTION PROGRAM

| |
|---|
| Reference: Reid Bogert, Stormwater Program Specialist 555 County Center, 5th Floor, Redwood City, CA 94063 (650) 599-1433, rbogert@smcgov.org |
| SGA Staff: Stephen Groner, Suzi Senna, Paige Rosenberg, Ly Nguyen, Claudia Vasquez |
| Budget: \$250,000 annual contract |
| Dates: 2015 - Present |

01. THE CHALLENGE

The [Flows To Bay website](#) was developed over a decade ago to support public engagement on the San Mateo Countywide Water Pollution Prevention Program (SMCWPPP). Since its inception, it has been managed and maintained by different entities with varying overarching perspectives on how best to engage the public on pollution prevention. The site, however, lacked quality content, was difficult to navigate on the frontend, laborious to edit from the backend, and had a dated design. Its platform had limited functionality for content creation and it was not accessible via mobile devices. In short, the site faced many challenges in supporting meaningful and broadly reaching outreach that SMCWPPP wanted to accomplish.

02. THE SOLUTION

SGA redesigned the website with a primary goal of reassessing the site’s content for accuracy, relevance, and quality to increase overall pageviews and attract new users. This process allowed the site developers and content creators to delete or archive unfrequented pages, rewrite and improve upon the content of pre-existing pages, and create content with new pages and sections in a structure of new drop-down menus, refreshed content categories and filterable searching that fundamentally changed the way viewers experienced the website.

The site redesign sought to provide a hub of easily navigable stormwater related knowledge that allowed the public to take actionable steps in preventing stormwater pollution through clear and concise content, appealing aesthetics, and various interactive components that would foster engagement and learning.

03. THE RESULTS

SGA created a modern and clean aesthetic website that was supplemented by great content. The new design leveraged the program brand’s colors, provided ample white space to allow the eye to rest, and integrated large, bold images and graphics to illustrate key points. A robust search function was integrated into the site to help users find the information they were looking for—even if it was embedded in a PDF document.

The success of the site truly hinged on the structure of the site and the ease with which viewers with different interests could find what they were looking for. The new site utilized mega menus to clearly outline the content of the site as defined by the target audience. The newly redesigned site attracted 77% more website users (jumping from 15,798 to 27,966 users) and 70% more page views (from 35,323 to 60,106) from the April 2020 to March 2021 period while organic search increased a total of 13%.

Agenda Item 6.5 - Attachment 4

To ensure the stormwater message was communicated to these different audiences, the site was created with the ability to translate written content into Spanish, Traditional Chinese, and Tagalog—the three primary languages spoken/read in the County. In addition to reducing the language barrier, the site aimed to shrink the technology gap. People who might only have access to a smartphone should be able to access the same information and functionality as those with a larger desktop or laptop computer screen. Data analytics show that from April 2020 to March 2021, as compared to the previous year, mobile access to the site increased from 23% to 45%.

The Flows To Bay website redesign opened the doors to rethinking how a public engagement website can meet the goals of a stormwater pollution prevention program, garner interest and participation from a diverse audience with potentially peripheral interests waiting to be tapped, and also municipal agency staff needing access to easy to find resources online.

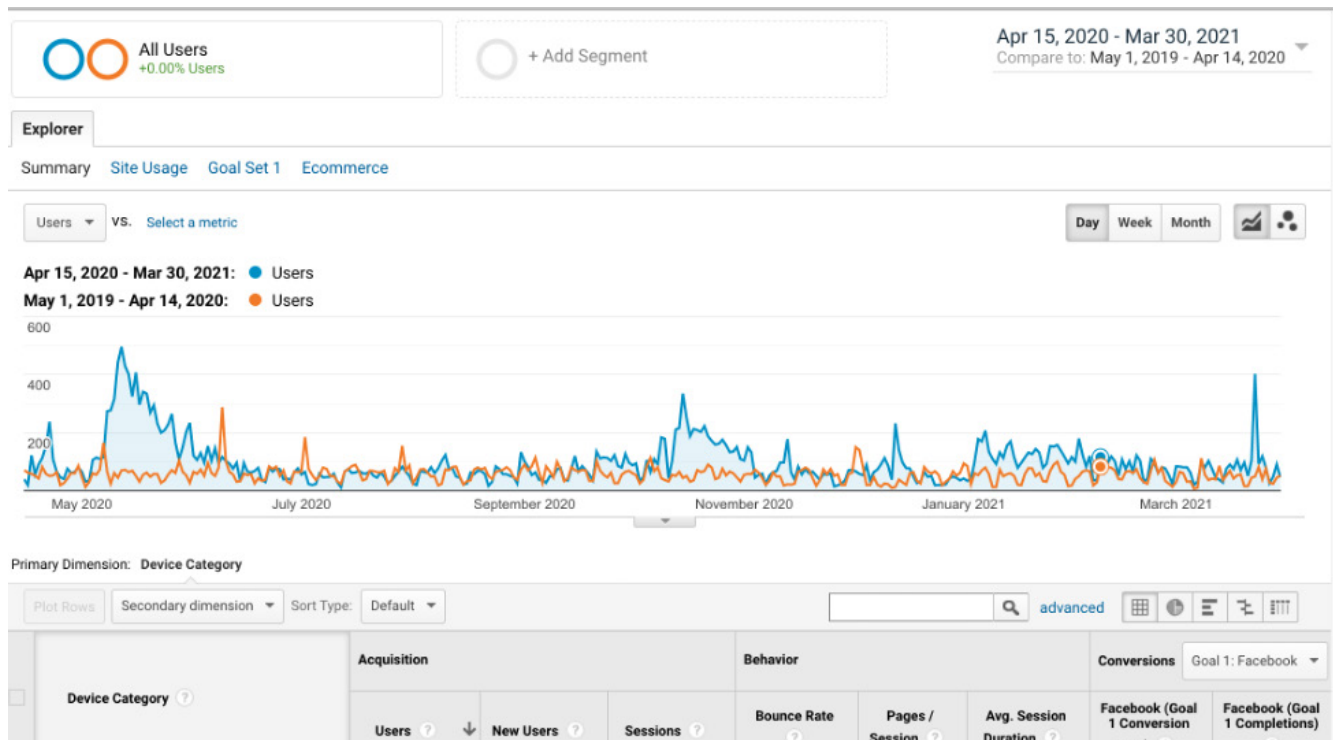
The Program was recently awarded the CASQA's Best Stormwater Program in 2021 for its website redesign.

Previous Flows to Bay Website

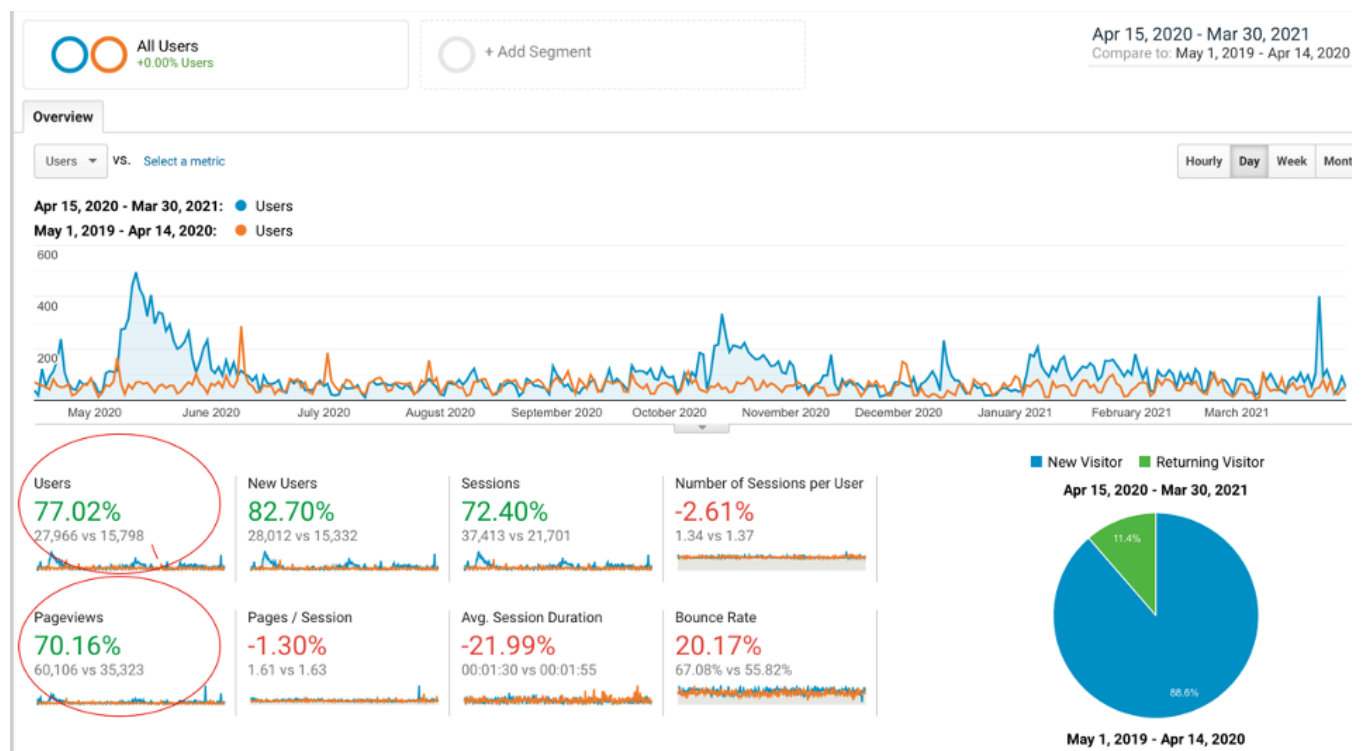
Current Flows to Bay Website

Increased Website Visitors

Google Analytics snapshot illustrating a significant increase in mobile users.

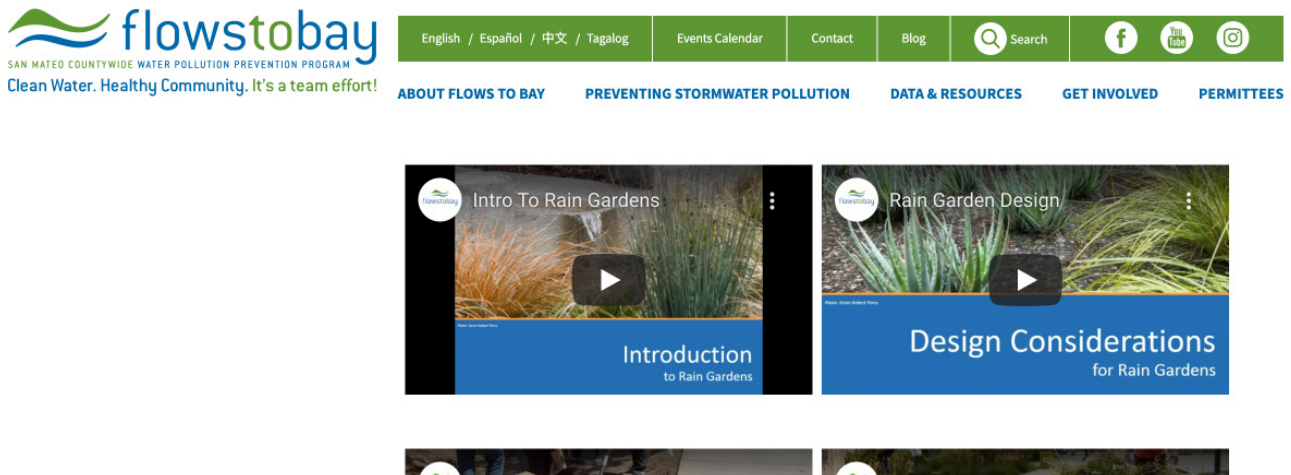
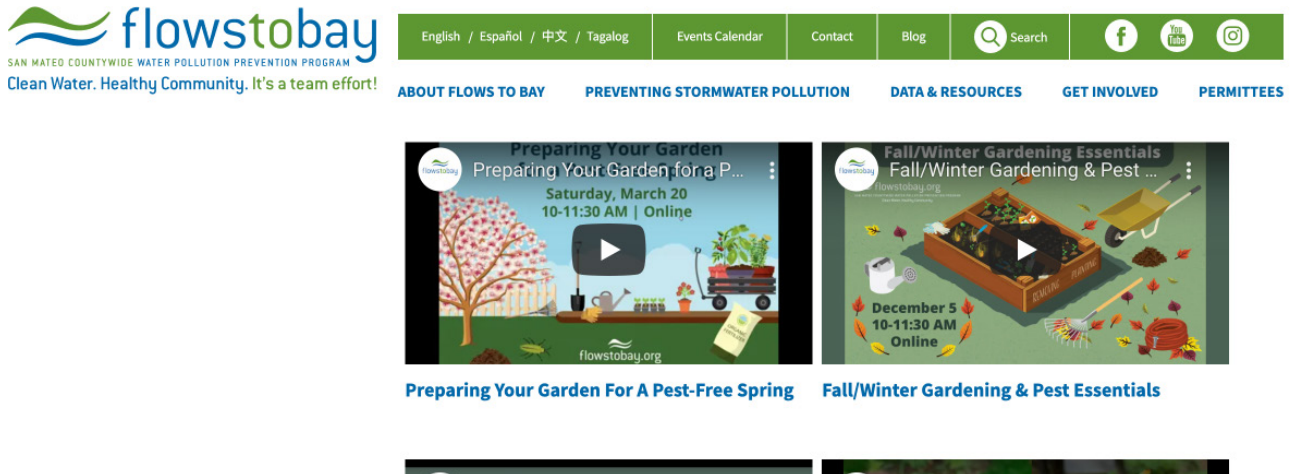


77% more website users (jumping from 15,798 to 27,966 users) and 70% more page views (from 35,323 to 60,106) from the April 2020 to March 2021 period while organic search increased a total of 13%.



Video Content

The site had a timely launch during the beginning of COVID just as “online” became the new face-to-face way to communicate with others. SMCWPPP was quick to pivot to online webinars and programming which we recorded, edited, and posted online to continue engaging our audience through the website. These videos can be found on the [Pest Management page](#), [Rain Garden page](#), and [Sustainable Streets Master Plan page](#), just to name a few.



Before & After Sliders

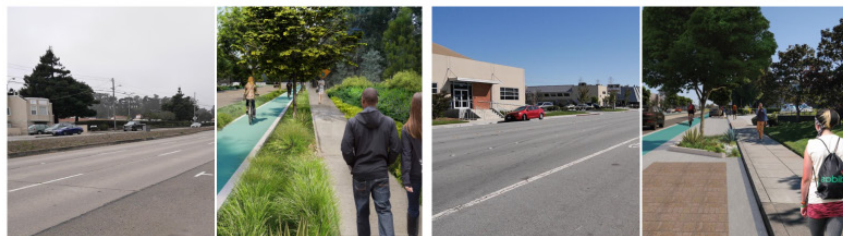
Pictures are sometimes worth more than 1,000 words. Showing someone the possibility of what can be versus describing it in text can prove more impactful. As seen on the [Sustainable Streets Master Plan page](#) (and as pictured below), the site includes before and after sliders as a visual learning mechanism that is also fun and inspirational. These are also used on the [Rain Garden page](#) to help homeowners visualize what a transformed lawn could look like.



English / Español / 中文 / Tagalog Events Calendar Contact Blog Search Facebook YouTube Instagram

ABOUT FLOWS TO BAY PREVENTING STORMWATER POLLUTION DATA & RESOURCES GET INVOLVED PERMITTEES

Below are some before and after project concept renderings from across the county. Hover over the images and click/slide the white tab to see the transformation of “before and after.” You can get more information about these concepts in [Chapter 5.2 of the Master Plan](#).



El Camino Real (Colma) Project Concept

Rollins Road (Burlingame) Project Concept



English / Español / 中文 / Tagalog Events Calendar Contact Blog Search Facebook YouTube Instagram

ABOUT FLOWS TO BAY PREVENTING STORMWATER POLLUTION DATA & RESOURCES GET INVOLVED PERMITTEES

Below are some below and after photos to demonstrate the possibilities! Move the slider left and right to view the images.



SAN BERNARDINO COUNTY STORMWATER PROGRAM

| |
|---|
| <p>Reference: Arlene Chung, Stormwater Program Manager 825 East Third Street, San Bernardino, CA 92415 (909) 387-8109, Arlene.Chun@dpw.sbcounty.gov</p> |
| <p>SGA Staff: Stephen Groner, Allie Shields, Ly Nguyen, Katie Gala, Drew Matamales</p> |
| <p>Budget: \$55,000</p> |
| <p>Dates: 2018</p> |

01. THE CHALLENGE

Since 1994, the San Bernardino County Stormwater Program (Program) has been conducting NPDES MS4 Permit-required Public Education and Outreach activities. Since that time, the Program has achieved significant success in developing and implementing a watershed-wide stormwater public education and outreach program with an emphasis on educating the public on the impacts from polluting activities to receiving waters and providing guidance on best management practices to prevent stormwater pollution.

Over the years, the Program noticed that the community was not engaging as much with the Program’s stormwater pollution message. As with many public education and outreach programs, program fatigue sets in and gradually, there is a diminishing return from the County’s target audiences. Water pollutants were no longer strong motivators to encourage residents to act. Instead, the Program noticed that community-centered issues around pride of place and protecting water resources resonated more with County residents than the traditional environmentally focused effort (i.e., the impacts of stormwater to the receiving waters). To address these concerns and to increase community engagement and awareness, SGA helped the Program rebrand its program to “Where Water Meets Community”. As part of this rebranding, a new website was designed and developed to promote the new branding.

02. THE SOLUTION

SGA helped the Program redesign its website with updated messaging, graphics, and an even educational animated video. With this rebranding effort, the Program created a new public education campaign that focuses on how protecting water quality protects the community. By making the website more community-oriented, SGA demonstrated that long-running programs like the San Bernardino County Stormwater Program could adopt a malleable approach to improve the ways they communicate and implement their public education program.

We redesigned the Program’s website using the new logo and branding developed by SGA. The target audiences were residents (pet owners, DIYers, car enthusiasts, home owners, gardeners, pool owners), teachers, business owners, contractors and other stakeholders. One of the goals of the website is to increase the proper disposal of household hazardous waste among San Bernardino County residents to protect water quality and to ensure dog owners are picking up after their dogs, to ensure they are using canisters correctly, and to create a social norm around this action. To do this, SGA create a website that was user-friendly, public-facing and responsive, that would look best on any device. The new website included 30 pages and 3 Spanish language pages.

SGA worked with the County to develop a robust sitemap based on our understanding of how residents were currently utilizing the website and how we wanted them to engage. The website featured a prominent banner for which we developed a range of collateral that could be easily adjusted, edited, or removed based on the current efforts of the program at that time.

During the redesign, SGA worked with staff to identify the core activities the Program wanted to emphasize. They were to increase engagement (participation), support mandatory programs (dispose), expand the reach of the

program (sign up), and disseminate information (read). These core focuses were then prominently featured via simple groupings to make the website a one-stop-shop for residents that was as simple and intuitive to use as possible.

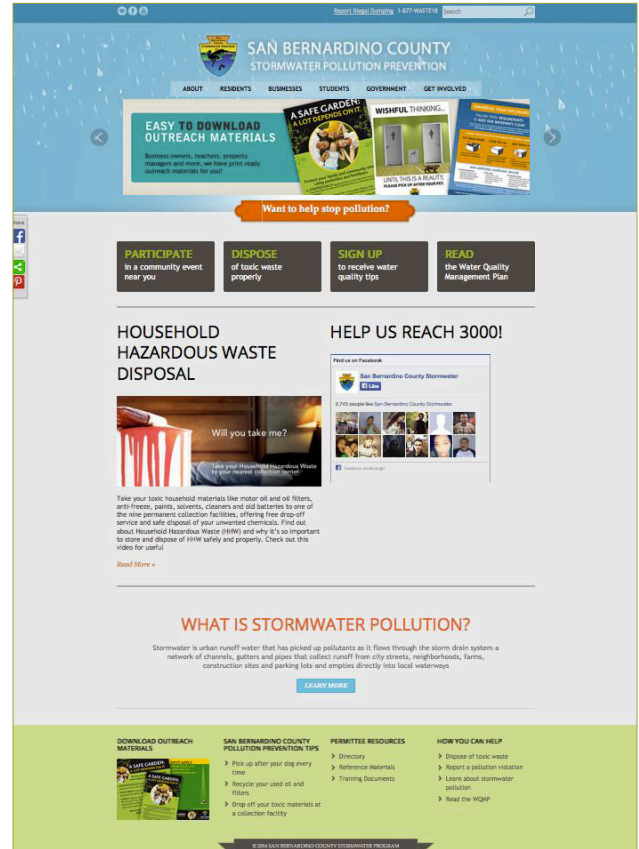
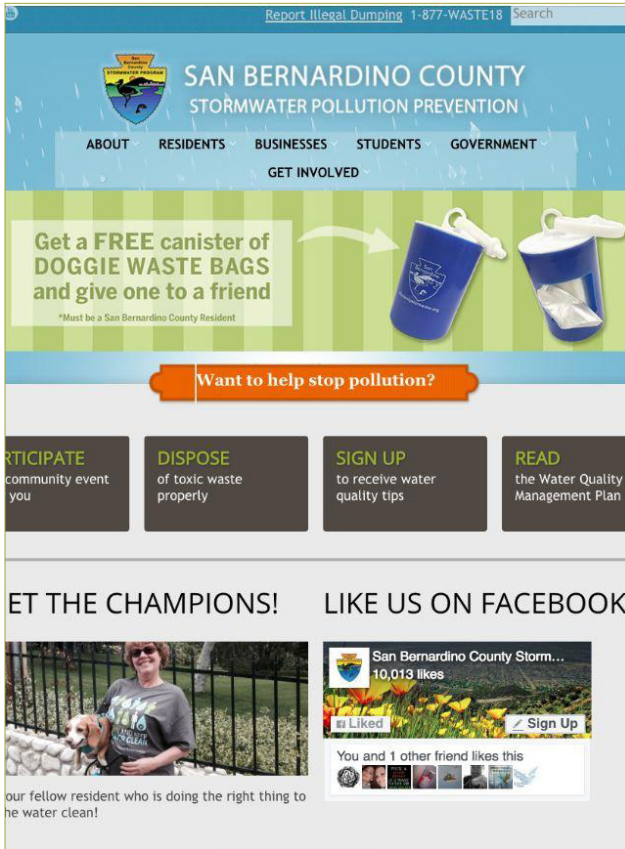
03. THE RESULTS

Pairing the rebranding with a website redesign (<https://sbcountystormwater.org/>) was a key component to the Program’s transformation. The website redesign helped support the County’s rebranding efforts, playing a crucial role in the overall success. The Program’s website anchors the online program, providing a consistent online hub of information and acting as a home base. Residents and stakeholders visit respective pages in order to learn more information or opt into one of our campaigns.

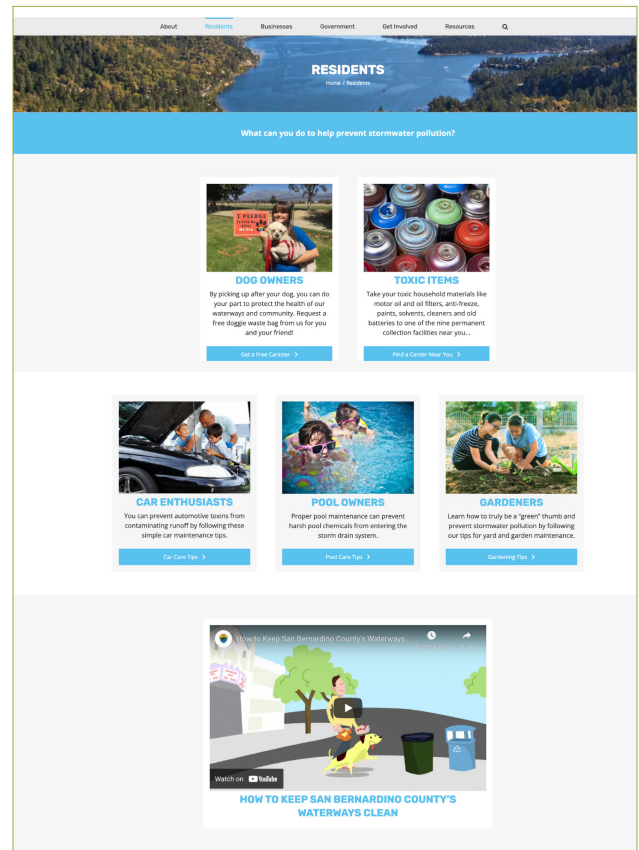
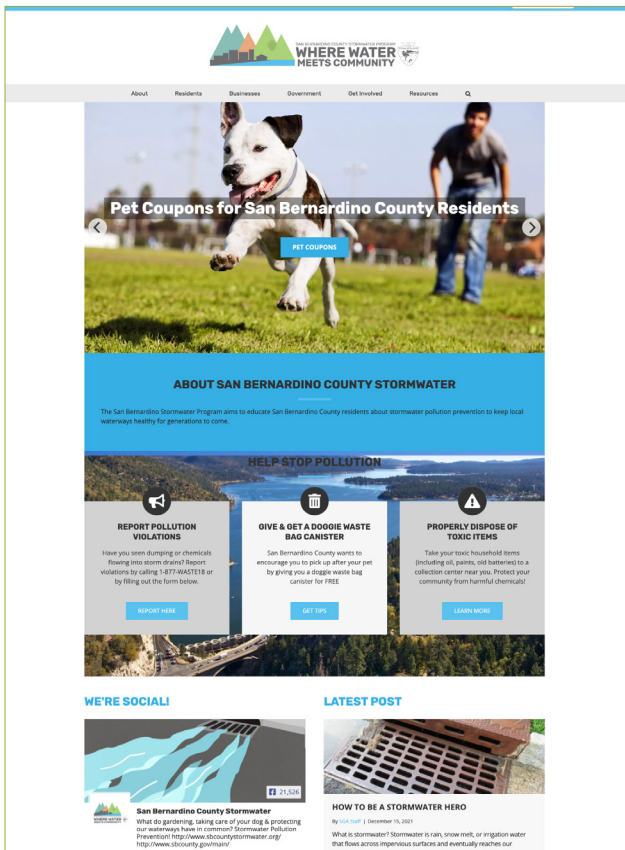
| | Pre-Redesign | Post-Redesign |
|------------------------|--------------|---------------|
| Total Website Visitors | 8,403 | 12,553 |
| Total Page Views | 14,557 | 20,478 |

Based on our efforts, the Program was awarded the California Stormwater Quality Association’s (CASQA) award for outstanding stormwater quality news, information, outreach, and media in 2018.

Previous San Bernardino County Stormwater Website



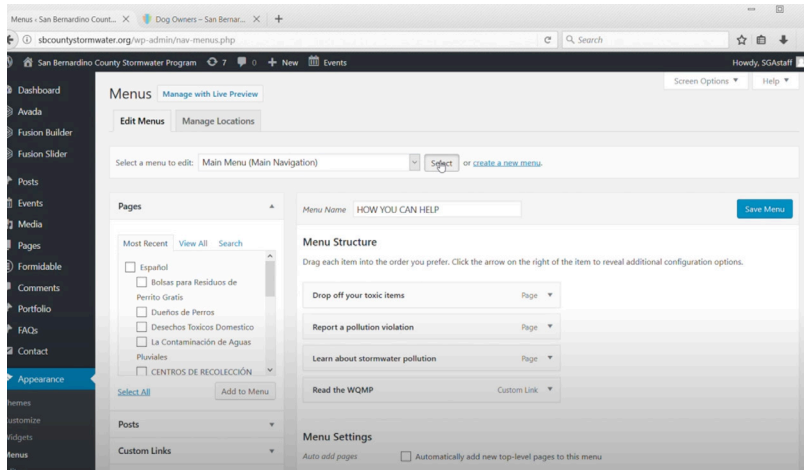
Current San Bernardino County Stormwater Website



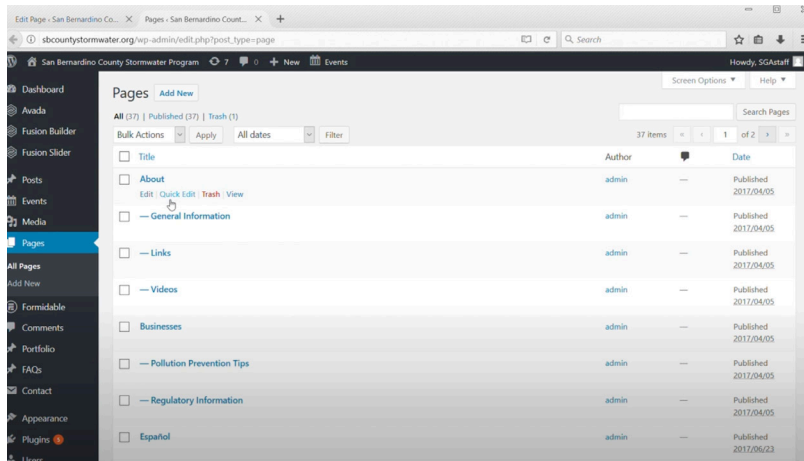
Website User Tutorial Videos

In lieu of a website user manual, SGA developed a series of short tutorial videos explaining how to use the website. Here are some sample videos:

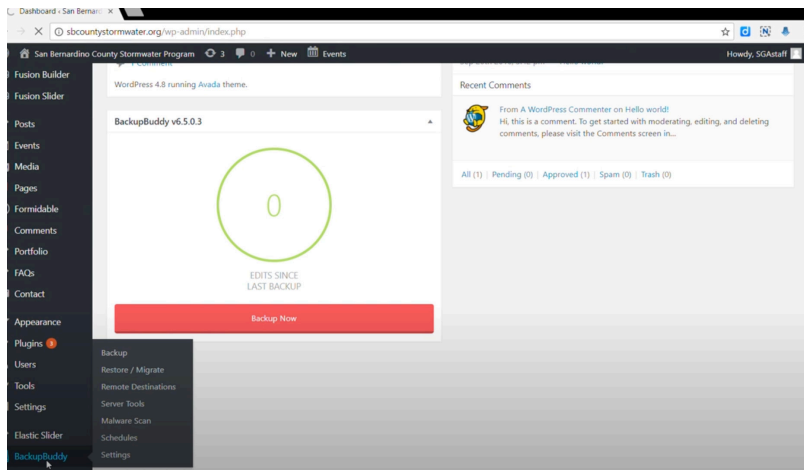
Menu and Navigation



Pages



Backup





- Home
- About
- Residents
- Businesses
- Government**
- Get Involved
- Blog
- Español
- Q



Below is a list of outreach materials intended to assist permittees with public education on stormwater tips and BMPs.

Educational Handouts

- + Ads and Media
- + Businesses
- + Displays
- + Homeowner's Associations and Property Managers
- + Residents
- + Schools
- + E-Newsletter Inserts



SUBSCRIBE

Join 8,000+ neighbors & receive e-Updates.



FREE DOG WASTE BAGS

Pick up after your pet to prevent pollution.



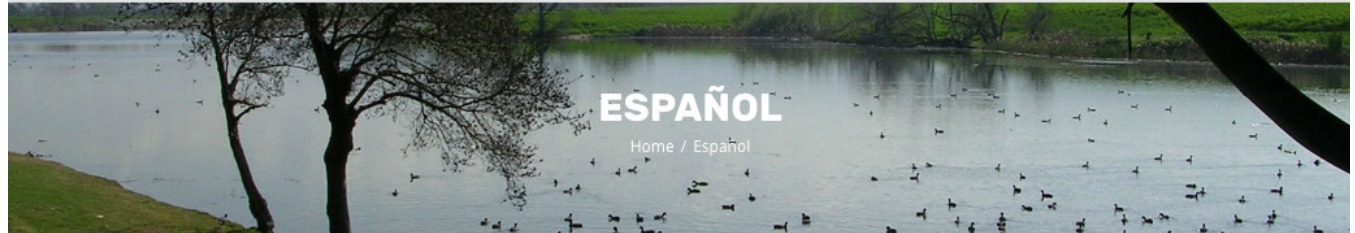
DISPOSE OF TOXIC ITEMS

Get directions and hours for local household hazardous waste collection centers.

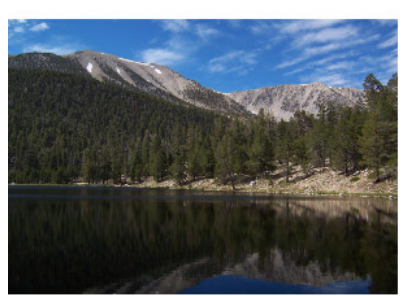
| | | | |
|--|---|---|---|
| <p>SEARCH</p> <input type="text" value="Search ..."/> | <p>SAN BERNARDINO COUNTY POLLUTION PREVENTION TIPS</p> <ul style="list-style-type: none"> > Pick up after your dog every time > Drop off your toxic items at a collection facility > Recycle your used oil and filters | <p>PERMITTEE RESOURCES</p> <ul style="list-style-type: none"> > Directory > Outreach Materials > Permittee Resources | <p>HOW YOU CAN HELP</p> <ul style="list-style-type: none"> > Drop off your toxic items > Report a pollution violation > Learn about stormwater pollution > Read the WQMP |
|--|---|---|---|



- Home
- About
- Residents
- Businesses
- Government
- Get Involved
- Blog
- Español
- Q



Información en Español



La Contaminación de Aguas Pluviales

¿Qué es la contaminación por aguas pluviales? ¿Cuáles son los contaminantes comunes y sus efectos en nuestras fuentes de agua? ¿Qué puede hacer usted para evitar esto?

APRENDE MÁS >



Dueños de Perros y Nuestras Comunidades

Al recoger el desecho de su perro, usted contribuye en la protección de la integridad de nuestras fuentes de agua locales y comunidad. ¡Solicite una bolsa de desecho de perro gratis para usted y su amigo!

APRENDE MÁS >



Desechos Toxicos Domesticos

Algunos artículos tóxicos en su hogar requieren ser desechados de forma especial. Mantenga los productos químicos nocivos fuera de nuestro medio ambiente llevándolos a un centro de recolección.

APRENDE MÁS >



| |
|---|
| Reference: Darcy Kuenzi, Gov't Affairs Officer 1995 Market Street, Riverside County, CA 92501 (951) 955-1688, dkuenzi@rivco.org |
| SGA Staff: Stephen Groner, Allie Shields, Ly Nguyen, Denisse Tapia, Claudia Vasquez, Drew Matamales |
| Budget: \$40,000 |
| Dates: 2015 - 2016, 2021 |

01. THE CHALLENGE

Riverside County Stormwater Program (RCSP) wanted to redesign and overhaul its existing website while continuing to meet all NPDES permit requirements and making existing information more accessible to residents. The redesigned website would build, integrate, and reflect the new branding for the RCSP.

02. THE SOLUTION

The purpose of the redesigned website was to provide the Riverside County Stormwater Program with a modern, easy-to-navigate website that would serve as a hub for all of its programs and where engaged residents can find the resources they are looking for. The target audience was the general public - residents who have engaged with the Riverside County Stormwater Program.

SGA redesigned RCSP's website so that it operated on a robust Content Management System (CMS), was mobile responsive to ensure equal functionality for all mobile, tablet, and desktop viewers, and be designed to address all target audiences. In developing the website, SGA will revisiedt content on the current website and work with Riverside County Flood Control and Water Conservation District (District) staff to determine how the program should best be represented on the new website, all while reflecting the new, modern brand of the Riverside County Stormwater Program.

Before formal project kick-off, SGA collaborated with RCSP staff to create a Strategic Working Document that consists of a comprehensive work plan and timeline. Our approach to redesigning the website consisted of five key phases:

Planning: We needed to understand how both the residents and District staff will use the website and ensure that the design achieves those twin goals. SGA developed a sitemap, which ensured that all key pages of the new website were considered, outlined their relationship to each other, and defined the overall webpage navigation. We also designed the wireframes for the site.

Upon signoff on the sitemap and wireframes, SGA began building the website using the WordPress Content Management System (CMS). Once we had all the components in place, we then considered the visual design.

Development: After the Planning Phase, we assisted Riverside County IT staff with the installation of the CMS and necessary plugins. We jointly programed the website with the functionalities and features relevant to the website, such as custom forms, email lists, widgets, calendars, etc. We then used CSS to build custom styling to complement the visual design components and maximize accessibility to ensure ADA compliance. SGA then worked with District staff to identify current content that was necessary for

the new website, revising and adding new content consistent with the new brand and messaging.

Testing: SGA conducted a comprehensive series of tests and reviews to ensure accuracy of all links, forms, etc.

Launch: After formal signoff from District staff from the staging site, Riverside County IT staff transported the functional staging site onto a live website and launch for public view.

Maintenance: Shortly after launch of the website, SGA provided District staff with a complete user manual that showed the processes to update and maintain the core functionality of the website. In addition to the user manual, SGA provided a comprehensive training session walking staff through all of the website core features. This training session was conducted in an experiential fashion, ensuring that District staff have all gone through the steps to update and maintain the website.

SGA included pro bono maintenance of the website for six months after launch to address any website issues that arose to ensure that the website continued to perform concurrent to launch.

03. THE RESULTS

SGA helped the RCSP redesign their website with new branding and content to educate residents, teachers, business owners, contractors, and stakeholders about the actions they can take to keep local waters clean. The new website, created in WordPress with new plugins, allowed RCSP staff to independently maintain and update the site. In the end, RCSP has a website (<https://www.rcwatershed.org/>) that is:

- User friendly, public-facing look and feel
- Natural (not municipal) tone of voice
- Responsive

Riverside Stormwater Program was previously ONLY a tab on the Riverside County Flood Control and Water Homepage

Riverside County Flood Control and Water Conservation District

OUR MISSION - We responsibly manage stormwater in service of safe, sustainable, and livable communities.

1995 Market Street, Riverside, CA 92501 951-955-1200

Storm Preparedness
Report Clogged Drain
Drought Portal

If this is an Emergency Dial 911
To report non-emergency flooding during business hours: 951.955.1200, After Hours: 951.955.1230

Home

About the District

Programs and Services

Technical Resources

Rainfall and Weather

Construction Bid Opps

Non Construction Bids

Divisions

Links

Job Postings

Annual Budget Process

2018 Professional Services On-Call List RFQ

District Address

1995 Market Street
Riverside, Ca 92501
Phone: (951) 955-1200
FAX: (951) 728-9965
Mon-Fri 8:00 am - 5:00 pm



Design and Construction

Beltown Market Street in Riverside

The engineering design of all projects constructed by the District is performed by, or under the direct supervision of, one of the District's design teams. They are responsible for coordinating all activities involved in moving projects forward from the conceptual planning phase to the actual start of construction. The Contract Administration Section administers all District construction contracts and inspects the construction of all flood control projects to be accepted for operation and maintenance by the District. For information about projects under design, construction projects currently being advertised or to order copies of our standard drawings (design manual) please call the District's front desk at (951) 955-1200. Also, check the Project Bid page for projects currently advertised for bids.

How are we doing? Click here to give us feedback.

- Floodplain Management
- Watershed Protection
- Financial Reports
- Capital Improvement Projects
- Drought Portal
- HEC-HMS Preprocessor
- Low Impact Development
- Surplus Material
- Operations and Maintenance Request Form

Programs & Services

Development Review

District Projects

Encroachment Permits

Floodplain Management

Master Plans

Watershed Protection

Flood Zone

Topographic Maps

GIS

RATE OUR WEBSITE
Website Design Survey

IMPROVING INFORMATION
Information Availability Survey


WE NEED YOUR INPUT
Electronic Services Survey

Public Notices
Current Bids

Redesigned Riverside Stormwater Program Website

RIVERSIDE COUNTY
WATERSHED PROTECTION

About Residents Businesses Schools Our Watersheds Get Involved




Be a watershed warrior

Pledge to get tough on pollution

LAKE SKIN


RESIDENTS

Learn what you can do to keep our Riverside County waterways clean and ensure our beautiful communities are safe and healthy.




WATERSHEDS

Maintaining clean water requires compliance with specific regulations that are overseen by the Regional Water Quality Control Boards.



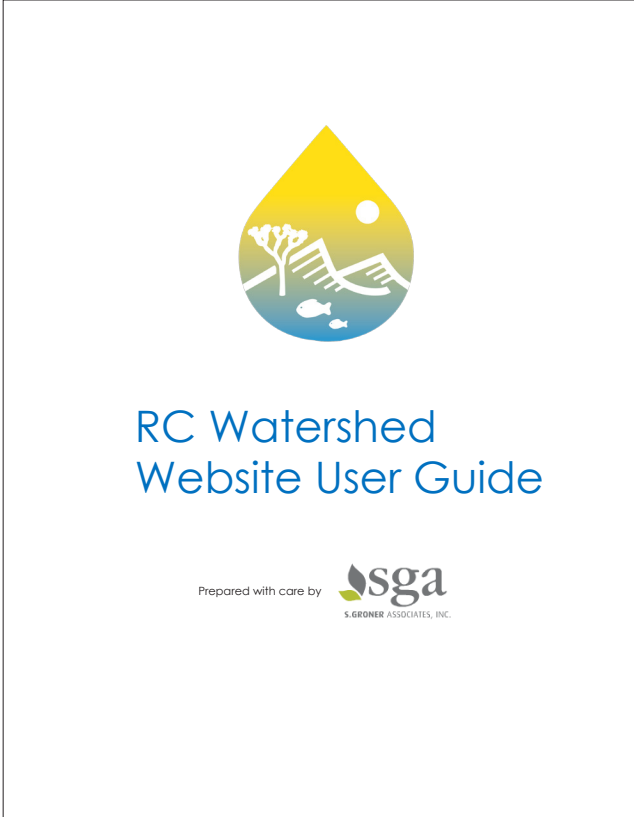
MISSION

To protect, preserve and enhance the quality of Riverside County watersheds by fostering a community-wide commitment to clean water.



Latest News
Upcoming Events

Riverside County Stormwater Website User Manual (Sample Below)



Main Page Editing Window (Graphic)

This screenshot shows the main editing interface. Callouts include: "PAGES" (left sidebar), "ADD NEW" (button), "ENTER TITLE" (input field), "TEMPLATE ICON" (dropdown), "PENCIL" (edit icon), "PREVIEW" (button), "PUBLISH" (button), "PAGE ATTRIBUTES" (panel), "PARENT" (dropdown), and "RC LANDING PAGE" (checkbox).

Examples of Page Templates

Subpages

These are the most common types of pages you will build. They are designed to showcase a single topic (e.g., pet waste).

Three examples of subpage templates are shown, each with a different photo layout: "No photo", "1 photo (horizontal)", and "1 photo (vertical)".

Water User Guide - January 2016/9

Landing Pages

These pages act as an entry point to the subpages. They should be used sparingly.

Three examples of landing page templates are shown, each with a different number of photos: "1 photo", "2 photos", and "4+ photos".

Text Changes

How to Make Text Edits

1. Log on to the website.
2. Find the page you would like to edit on your live website.
3. Click on **EDIT PAGE** at the top.

4. Hover over the **TEXT BLOCK** section you would like to edit until you see the **PENCIL** icon within the green box. Click on the **PENCIL**.

Small car fuel lead **Text Block** or our waterways.

5. When the text block window opens:
 - a. Click on **T ICON**.

- b. Place your cursor after the last letter of old text.

Water User Guide - January 2016/10

Slideshow Editing Windows (Graphic)

This screenshot shows the slideshow editing interface. Callouts include: "SLIDE" (image selection), "SAVE" (button), "CHANGE IMAGE" (button), "LINK & SEO" (panel), "CAPTION" (input field), "SLIDER REVOLUTION" (plugin name), and "COORDINATES" (checkbox).

This screenshot shows a slideshow with editing callouts: "EDIT" (button), "PENCIL" (edit icon), "HEADLINE" (text field), and "SUBHEADLINE" (text field).

Water User Guide - January 2016/20

Redesigned Riverside County Stormwater Website 2021

SGA redesigned the website, merging NPDES technical materials and data, to create an all-inclusive website for the Watershed Protection Program. NPDES information was presented in a clear and organized way focusing on the user experience and the ease of accessing the information.

NPDES material from Flood Control Website

RIVERSIDE COUNTY
WATERSHED PROTECTION

SANTA MARGARITA WATERSHED MANAGEMENT AREA - REGIONAL CLEARINGHOUSE

The Department in the Santa Margarita Watershed Management Area (WMA) work cooperatively to improve the requirements of the Regional MS4 Permit (Order No. RP-2015-001), as amended by (RP-2015-003) and RP-2015-010) issued by the California Regional Water Quality Control Board - San Diego Region. The development process shall allow access to all of the plans, reports, maps, and supporting information needed to implement the Regional MS4 Permit. The Water Quality Improvement Plan (WQIP) is the overarching management plan, whereas the Jurisdictional River Management Program (JRMP) documents provide more details regarding implementation.

Santa Margarita WMA Stakeholder Agencies

The County of Riverside
California Department of Transportation
The County of San Diego

CONTACT LIST

Cities in Riverside County: Moreno, Murietta, Temecula, Wildomar

Santa Margarita Watershed Management Area Resource Library

Water Quality Improvement Plan (WQIP) | Annual Reports | Report Of Waste Discharge (ROWD) 2017 | Maps and Data

The Santa Margarita River Water Quality Improvement Plan (WQIP) is a requirement of updated stormwater regulations adopted by the Regional Water Quality Control Board (Regional Board) according to Order No. RP-2013-001, as amended by Order No. RP 2015-003 and RP-2015-010. The primary goal of the WQIP is to protect, preserve, enhance, and restore water quality of receiving water bodies. These improvements in water quality will be accomplished through an adaptive planning and management process that identifies the highest priority water quality conditions within the watershed and implements strategies to address them.

Watersheds are based on geography and do not follow jurisdictional boundaries. As a result several Agencies are working together to create a WQIP which allows them to address both regional and jurisdictional water quality improvement goals.

- January 2021 WQIP Update Documents
- January 2020 Revision Documents
- Final Certified Documents (430 MB)
- Final Accepted Documents (410 MB)
- Draft Documents
- Public Participation
- WQIP Updates 2020

Santa Margarita River Nutrient Initiative - Stakeholder Group

Background | Stakeholder Effect | Resources | Meetings

The Santa Margarita River Nutrient Initiative - Stakeholder Group, composed of a broad range of stakeholders with diverse interests, was formed in 2012 to address nutrient issues in the Santa Margarita River Watershed. This Stakeholder Group, with members from a Technical Advisory Committee, is working through collaborative, technical, and regulatory means, using state-of-the-art science techniques, to develop regulatory targets and monitoring programs, and to recommend management approaches to ensure that the biological, chemical, and physical integrity of the Santa Margarita River and its tributaries are protected.

RIVERSIDE COUNTY
WATERSHED PROTECTION

WHITESTER WATERSHED PROTECTION PROGRAM

The Colorado River Basin Regional Water Quality Control Board issued a National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4 Permit) to the Riverside County Flood Control & Water Conservation District and County of Riverside (as Regional Permittees) and co-permittees (Order No. RP-2013-001).

Member Agencies

The Riverside County Flood Control and Water Conservation District and the County of Riverside are the Principal Permittees of the Whitewater MS4 Permit.

Co-permittees: Banning, Coachella Valley Water District, Indio, Palm Springs, Cathedral City, Desert Hot Springs, La Quinta, Rancho Mirage, Coachella, Indian Wells, Palm Desert

COMPLIANCE DOCUMENTS

Annual Reports | BMP | NPDES | ROWD | Maps | Other

- RP FY 2019/2020
 - WQIP Annual Report FY 2019-20 Transmittal Letter
 - Section 1 - Watershed Summary
 - Section 2 - Individual Permittee Reports
 - Section 3 - Monitoring Annual Report
 - Section 4 - NPDES Base Maps
- RP FY 2018/2019
- RP FY 2017/2018
- RP FY 2016/2017
- RP FY 2015/2016

Benefit Assessment

Benefit Assessments are apportioned on the basis of proportional stormwater runoff generated by each parcel. This method of assessment is consistent with State law and the District Act. The amount of benefit is computed based on parcel size (acreage) and use classification. The fee is assessed on property tax 38¢ as "LIDCWT" (Stormwater clean water).

For Customers Regarding the Stormwater Benefit Assessment Fees, please contact the District's consultant, Webb and Associates, 1-800-439-6833.

| Whitewater Watershed Engineer's Report | FY 2021 | FY 1920 | FY 1919 | FY 1918 | FY 1917 |
|--|---------|---------|---------|---------|---------|
| Applications & Forms | | | | | |
| Riverside County Flood Control & Water Conservation District | | | | | |
| Project Specific WQIP Template (Word) | | | | | |

Landscape, Past Management and other Informationals

Natural Resource Conservation Services

Merged NPDES material on new redesigned website

Slow the flow, save H2O | Prevent overwatering and urban runoff with these helpful tips. [Read More](#)

RIVERSIDE COUNTY
WATERSHED PROTECTION

Report Pollution | Select Language

About Watersheds | Permittees | Programs | Residents | Involved

WATERSHEDS

Home > Watersheds

Three Watersheds. One County.

Riverside County Watershed Protection has three watersheds:

- The Middle Santa Ana River Watershed drains into the Santa Ana River, the largest river in Southern California and the source of Riverside County's name.
- The Santa Margarita River Watershed flows into the Santa Margarita River, passing through southwestern Riverside County into San Diego County.
- The Whitewater River Watershed drains into the Whitewater River, which begins in the San Bernardino Mountains and moves southeast to the Salton Sea and Sonoran Desert.

Each of these watersheds is regulated by a different Regional Water Quality Board: Middle Santa Ana River Watershed in San Diego Region 9 and Colorado Region 7, respectively.

What is A Watershed?

A watershed is an area of land that drains rainwater and melted snowfall into the same location or body of water, like a river, stream, lake, or the ocean.

Watershed Health

Keeping our watersheds clean is a team effort. We work in partnership with the member agencies, including the Riverside County Flood Control and Water Conservation District and participating cities, to protect, preserve and enhance the quality of the water and the natural environment of our watersheds.

Slow the flow, save H2O | Prevent overwatering and urban runoff with these helpful tips. [Read More](#)

RIVERSIDE COUNTY
WATERSHED PROTECTION

Report Pollution | Select Language

About Watersheds | Permittees | Programs | Residents | Involved

PERMITTEES

Home > Permittees

Stormwater Management

Riverside County Watershed Protection Program is a partnership between Riverside County, the Flood Control & Water Conservation District, Coachella Valley Water District and 27 cities that manage watershed programs which protect, preserve and enhance the quality of the water and the natural environment of our watersheds.

We manage three watersheds under separate MS4 Permits:

- Santa Ana MS4 Permit
- Santa Margarita River Regional MS4 Permit
- Whitewater River MS4 Permit

Our Watershed Protection Program


Find more information about each Watershed's program elements.

- Middle Santa Ana River Watershed
- Santa Margarita River Watershed
- Santa Margarita River Watershed WMA - Regional Clearinghouse
- Whitewater River Watershed

LID BMP Design Handbooks

The Design Handbooks for Low Impact Development Best Management Practices (LID BMP Design Handbooks) were developed by the Riverside County Flood Control and Water Conservation District, for use on development projects in Riverside County, as a supplement to be used in conjunction with the Riverside County Water Quality Management Plans (WQMPs).


Slow the flow, save H2O | Prevent overwatering and urban runoff with these helpful tips. [Read More](#)



RIVERSIDE COUNTY
WATERSHED PROTECTION

[Report Pollution](#)


[About](#) [Watersheds](#) [Permittees](#) [Programs](#) [Residents](#) [Get Involved](#)



We're in this together


Lend Mother Nature a hand

The Riverside County Watershed Protection Program works to reduce stormwater pollution in our waterways. Through community-wide partnerships, our aim is to protect, preserve and enhance the quality of Riverside County's watersheds and to keep our water clean.



Stormwater Pollution: Causes + Solutions

[Learn more](#)



How Can You Help Prevent Pollution?

[Learn how](#)





Our dedicated team consists of individuals whose unwavering commitment to serving the needs of our clients aligns seamlessly with the fundamental values of SGA. We have the skills and expertise to assist the County with developing effective public outreach strategies. Our team members are located in Northern and Southern California.

The project will be managed by Tara Dales, Project Manager. Tara has worked on numerous municipal websites. She will manage the project tasks and quality-check the deliverables produced by our team. His contact information is:

Email: TDales@SGAMarketing.com, 562.597.0205

| | Key Personnel | Experience | Credentials |
|----|---|------------|--|
| 01 | Stephen Groner, P.E., Project Director | 25 years | B.S., Civil Engineering and Environmental Engineering, University of Wisconsin, California Registered Civil Engineer |
| | <p>Stephen will be responsible for the overall management of the project including coordinating with staff, supervising members of the project team, and overseeing project implementation. h will provide financial and administrative oversight and will take the lead on reporting and project monitoring and evaluation. Stephen’s relevant project experience includes:</p> <ol style="list-style-type: none"> 1. CA Dept of Toxic Substance Control – statewide thermostat recycling communication and public education campaign 2. Watts Re:Imagined, Natural Resources Defense Council – community engagement and communications campaign for the redevelopment of the historic Watts neighborhood 3. US Environmental Protection Agency – communications training and public education campaign 4. Los Angeles Housing + Community Investment Department – communications, branding, and marketing campaign | | |
| 02 | Tara Dales, MFA, Sr. Project Manager | 10 years | Masters in Fine Arts, The American Film Institute B.Soc.Sci., International Relations, University of Cape Town |
| | <p>Tara will provide oversight of program implementation including all activities, outputs, and outcomes related to project management and administration, including reporting; budget development and monitoring; financial transactions; execution of project plans; and project performance. Tara’s relevant project experience includes:</p> <ol style="list-style-type: none"> 1. Contra Costa Water District – communications, branding, and marketing campaign 2. CA Dept Food and Agriculture – managed public education campaign about harmful bird diseases including developing and managing a new website 3. City of Los Angeles Watershed Protection Program – citywide water conservation and pollution prevention public education including website and social media updates 4. Los Angeles County Department of Public Works – branding and marketing campaign to promote clean water and water pollution prevention | | |
| 03 | Ly Nguyen, MFA, Creative Director | 25 years | Masters Fine Arts, Creative Writing, Goucher College, B.S., Biology, Loyola University |
| | <p>Ly will manage any creative process from concept to completion, translate marketing objectives into clear creative strategies, work closely with multidisciplinary project teams, lead and direct the creative team in the production of all marketing collateral, and ensure visual communication and brand</p> | | |

| | Key Personnel | Experience | Credentials |
|----|--|------------|---|
| | <p>standards are met. Relevant project experience includes:</p> <ol style="list-style-type: none"> 1. CA Tahoe Conservancy – marketing, communications, and public education campaign to increase Tahoe plates sales 2. FIRST 5 Santa Clara County – marketing, communications, and public education campaign to increase awareness of FIRST 5’s mission, services, and funding support 3. Los Angeles County Dept Public Works – municipal development services webpage redesign 4. City of Livermore Adopt-A-Creek Branding – branding and marketing campaign to educate residents about creek protection and recruit volunteers | | |
| 04 | Peter Kent, Website Designer | 11 years | Azusa Pacific University BA Graphic Design |
| | <p>Peter will help manage the website with updates, edits, and as-needed changes. Peter’s relevant project experience includes:</p> <ol style="list-style-type: none"> 1. CA Tahoe Conservancy – marketing, communications, public education campaign to increase Tahoe plates sales 2. Los Angeles County Dept Public Works – municipal development services webpage redesign 3. Culver City – webpage redesign for Culver City Environmental and Sustainability Department 4. Riverside County – website maintenance and updates for the County’s Watershed Protection Program | | |
| 05 | Katie Gala, MPH, Sr. Graphic Designer | 8 years | Master of Public Health - Global Health Loma Linda University B.S. Mass Communication, Southern Adventist University |
| | <p>Katie will be responsible for designing any as-needed concepts, graphics, and layouts for print and digital collateral. Katie’s relevant project experience includes:</p> <ol style="list-style-type: none"> 1. CA Tahoe Conservancy – marketing, communications, public education campaign to increase Tahoe plates sales 2. FIRST 5 Santa Clara County – marketing, communications, public education to increase awareness of FIRST 5’s mission, the services it provides, and funding support 3. Santa Clara County Public Health – public education and outreach for HIV/STD, tobacco prevention, and other public health issues 4. Los County Department of Public Works – branding and marketing campaign to promote clean water and water pollution prevention | | |
| 06 | Tim Sams, Project Associate | 2 years | B.S., Economics, University of California Berkeley |
| | <p>Tim will create project schedules, help maintain project budgets, schedule meetings, record important decisions made in meetings, prepare progress reports and presentations, and ensure that team members meet deadlines. Relevant project experience dealing with environmental issues:</p> <ol style="list-style-type: none"> 1. CA Tahoe Conservancy – marketing, communications, public education campaign to increase Tahoe plates sales 2. City of Alameda – communication, marketing, and outreach 3. Santa Clara County Public Health – public health marketing and communications campaigns 4. CA Dept of Toxic Substance Control – statewide thermostat recycling communication and public education campaign | | |



We recommend that RecycleMore should continue to use WordPress as its CMS. Here are our reasons for this recommendation, along with our expertise in managing WordPress:

Continuity of Look and Feel

1. **Consistency in User Experience:** Maintaining the same look and feel is crucial for user experience. Since the current theme is already implemented in WordPress, continuing with this platform will ensure that RecycleMore's users experience no disruption in the site's design and functionality.
2. **Theme Compatibility:** The current theme is optimized for WordPress. Switching to another CMS could necessitate extensive redevelopment of the theme to ensure compatibility, leading to additional time and cost investments.

WordPress as a Robust CMS

1. **Flexibility and Scalability:** WordPress is highly flexible and can be scaled easily to meet the growing needs of RecycleMore. It supports a wide range of plugins and extensions, which can enhance your website's functionality without requiring a complete overhaul.
2. **Ease of Use:** WordPress offers a user-friendly interface that allows non-technical users to manage and update content easily. This reduces the reliance on specialized technical support for day-to-day operations.
3. **SEO-Friendly:** WordPress is well-known for its SEO capabilities. The platform includes built-in features and plugins that can help optimize your site for search engines, improving your online visibility.
4. **Security:** With regular updates and a vast community of developers, WordPress ensures that any security vulnerabilities are quickly addressed. Additionally, numerous security plugins can further safeguard your website.

We have developed numerous websites for government programs throughout the State and have found WordPress to be the quickest to learn, the best supported, and has the broadest suite of integrated widgets and add-ons to help customize the user experience.

Our Expertise in WordPress

1. **Extensive Experience:** Our team has extensive experience in developing, managing, and optimizing WordPress websites. We have successfully executed numerous projects for clients across various industries, ensuring their websites are secure, fast, and reliable.
2. **Customization and Development:** We excel in maintaining existing WordPress themes and plugins. Whether RecycleMore requires additional functionalities or a unique design tweak, our developers are adept at delivering high-quality solutions tailored to the need.
3. **Performance Optimization:** Our expertise includes optimizing WordPress sites for faster load times. We use best practices and advanced tools to ensure your site performs at its best.
4. **Support and Maintenance:** We offer comprehensive support and maintenance services, ensuring that your WordPress site remains up to date with the latest features and security patches. Our proactive approach helps prevent issues before they arise, ensuring minimal downtime.



WEBSITE HOSTING

SGA can either continue using Nexcess, which RecycleMore currently employs for website hosting, or switch to SGA's hosting with SiteGround.



Here's our proposed preliminary timeline outlining major tasks and milestones to ensure a smooth management transition of RecycleMore's website before the October 31, 2024, deadline:

Transition Schedule for WordPress Website Management

Phase 1: Preparation and Assessment

Week 1: Initial Assessment

- Kickoff Meeting: Hold a meeting with RecycleMore to outline goals and responsibilities.
- Access and Permissions Review: Review and update user access levels and permissions as needed.
- Backup Current Website: Create a comprehensive backup of the current WordPress site.
- Theme and Plugin Review: Assess current theme and plugins for compatibility and updates.

Week 2: Documentation and Training Preparation

- Documentation of Processes: Document existing processes for website management.
- Training Materials Preparation: Develop training materials for RecycleMore staff.

Phase 2: Training and Transition

Week 2-3: Soft Transition

- Soft Launch: Allow SGA to begin managing the website under supervision.
- Issue Resolution: Address any issues or challenges faced during the soft transition period.

Week 3-4: System Audit and Updates

- System Audit and Security Check: Conduct a thorough audit of the website's security and performance.
- Update WordPress Core and Plugins: Ensure WordPress core, theme, and plugins are up to date.
- Backup and Recovery Testing: Test backup and recovery procedures to ensure functionality.

Week 4-5: Finalization and Adjustment

- Final Checks and Adjustments: Perform final checks on all aspects of website management.
- User Access and Permissions Verification: Verify all user accesses and permissions are correctly set.
- Review: Review the transition progress

Phase 3: Official Transition and Post-Transition Support

Week 6-7: Official Handover

- Official Handover of Website Management: Complete the transfer of responsibilities to SGA.
- Review any transition issues: Monitor transition closely and address any immediate issues.
- Adjustment Period: Allow for adjustments and fine-tuning.

Week 8: Post-Transition Review and Optimization

- Conduct Post-Transition Review: Evaluate the transition process and outcomes with stakeholders.
- Optimization and Enhancement: Implement any necessary optimizations based on review findings.
- Final Documentation and Reporting: Prepare final documentation and reports on the transition process.

Phase 4: Ongoing Management and Support

Week 8 – End of Contract: Routine Operations and Support

- Continue with routine management tasks and provide ongoing support as needed.
- Monitor performance and address any issues promptly to ensure smooth operation.

Key Milestones

1. Kickoff Meeting and Access Review
2. Completion of Documentation and Training Preparation
3. Completion of Training and Soft Transition
4. Final Approval and Readiness Check
5. Official Handover of Website Management
6. Ongoing Management Support

**TRAINING**

Initially, we will assess the current skill levels of the staff to tailor the training curriculum accordingly. This assessment helps in identifying specific needs and adjusting the training pace to accommodate varying levels of familiarity with technology and WordPress itself.

Next, we will develop a structured training session that covers essential aspects of WordPress management. This includes modules on content creation, editing, media management, basic customization, user roles, plugin usage, and troubleshooting common issues.

Training sessions will be conducted in small groups and will work to accommodate the availability of the staff. These sessions will combine tutorials, demonstrations, and guided practice to ensure a thorough understanding of WordPress functionalities. We will also provide comprehensive documentation and resources such as user guides and recommended external materials to support ongoing learning beyond the training sessions.

Throughout the training process, we will encourage active participation, questions, and feedback from the staff to address specific challenges and enhance comprehension. Follow-up sessions and refresher courses will be scheduled as needed to reinforce learning and keep pace with WordPress updates and evolving organizational needs.

Effective budgeting is a cornerstone of successful project management, ensuring that resources are allocated wisely and goals are achieved within financial constraints. SGA takes pride in our commitment to transparency and collaboration with clients during the budgeting process. The project budget estimate was calculated through a combination of historical data, industry benchmarks, and expert analysis. Our team leverages the best estimates to anticipate costs related to materials, labor, technology, and other project-specific requirements. By utilizing accurate and up-to-date information, we strive to provide clients with a realistic projection of financial needs for their projects. If awarded, SGA will work with RecycleMore to finalize the costs. Here are our presumed assumptions:

- Total units indicate the frequency of the task (12 units = monthly)
- Printing and mailing expenses are not included.
- Collateral materials will be made with stock images or high-resolution assets provided by the City.
- Out-of-pocket expenses are billed at cost plus a 10% markup.

| Website Management_RecycleMore | | | | |
|--|--------------------|--------------------|--------------------|---------------------|
| DELIVERABLES/TASKS | Total Hours | Unit Amount | Total Units | Total Amount |
| Management Transition | | | | |
| Kick Off Meeting | 3 | \$517 | 1 | \$517 |
| Review and update user access levels and permissions | 2 | \$378 | 1 | \$378 |
| Create a comprehensive backup of the current WordPress site | 3 | \$554 | 1 | \$554 |
| Assess current theme and plugins for compatibility and updates | 5 | \$906 | 1 | \$906 |
| Document existing processes for website management | 3 | \$517 | 1 | \$517 |
| Develop training materials for RecycleMore staff | 7 | \$1,184 | 1 | \$1,184 |
| Conduct a thorough audit of the website's security and performance | 6 | \$1,108 | 1 | \$1,108 |
| Ensure WordPress core, theme, and plugins are up to date | 3 | \$554 | 1 | \$554 |
| Test backup and recovery procedures to ensure functionality | 6 | \$1,108 | 1 | \$1,108 |
| Perform final checks on all aspects of website management | 6 | \$1,108 | 1 | \$1,108 |
| Subtotal | 44 | \$7,934 | | \$7,934 |
| Website Management | | | | |
| Complete the transfer of responsibilities to SGA | 4 | \$756 | 1 | \$756 |
| Monitor transition closely and address any immediate issues | 3 | \$554 | 12 | \$6,648 |
| Implement any necessary optimizations based on review findings | 3 | \$554 | 12 | \$6,648 |
| Conduct staff training | 20 | \$3,580 | 1 | \$3,580 |
| Subtotal | 30 | \$5,444 | | \$17,632 |
| | | | Total | \$25,566 |
| Optional Services | | | | |
| Custom What Goes Where Widget (for website and mobile app) | 36 | \$6,544 | 1 | \$6,544 |
| Content Writing | 18 | \$2,828 | 4 | \$11,312 |
| Newsletter | 16 | \$2,772 | 1 | \$2,772 |
| Subtotal | 70 | \$12,144 | | \$20,628 |

THIS PAGE INTENTIONALLY LEFT BLANK



recyclemore
WEST CONTRA COSTA INTEGRATED
WASTE MANAGEMENT AUTHORITY

Agenda Report

DATE: July 18, 2024

TO: West Contra Costa Integrated Waste Management Authority Board

FROM: Reka Abraham - Program Manager

SUBJECT: Staff Report - Recycling and HHW Programs Update

ACTION REQUESTED:

Information only.

BACKGROUND:

Program Updates:

1. Cal Recycle Compliance
 1. LAMD outreach meetings with member agencies concluded
 2. LAMD meeting with RecycleMore to review implementation record
 3. 2023 electronic annual report in progress
2. SB1383
 1. Edible Food Recovery
 1. Grant funding allocations distributed
 2. Careit software agreement signed – program is being initiated
 3. Careit outreach project – kickoff with Nothing Wasted Consulting occurred in June
 4. Non-compliance outreach project – finalizing contract with Food Shift
 5. Capacity planning – completed and provided to Contra Costa County
 2. Local Assistance Grant
 1. Funds received from CalRecycle
 2. MFD outreach project RFP in progress
 3. RFQ for commercial compliance outreach video in progress
 3. Commercial non-compliance – green cart roll out in progress for all non-compliant businesses that were not included in the 2023 compliance project
1. HHW
 1. Hercules HHW One Day Event completed

1. 704 cars
 2. 83.7 lbs/person
 3. 154 mattresses
2. Researching vape pen disposal programs
2. Other Programs
 1. DIY Repair Workshop recap
 - Event was held at San Pablo library on May 18 from 11am-2pm
 - Collaborative event with Fixit Clinic and Bay Area Bike Mobile
 - 35 residents repaired their items with assistance from Fixit Clinic volunteers
 - 10 residents received bike repair from Bay Area Bike Mobile

ATTACHMENTS:



recyclemore
WEST CONTRA COSTA INTEGRATED
WASTE MANAGEMENT AUTHORITY

Agenda Report

DATE: July 18, 2024
TO: West Contra Costa Integrated Waste Management Authority Board
FROM: Lisa Borreani - Program Mgr
SUBJECT: Staff Report - Outreach Programs Update

ACTION REQUESTED:

Information only.

BACKGROUND:

DISCUSSION:

PROGRAM UPDATES – Planned for July/August 2024

1. Website

- Review of RFQ responses from vendors for new website management and “What Goes Where” website tool due to the RouteWare Acquisition of Recyclist. RouteWare will no longer be providing this service and support as of October 31, 2024.
- Article – Recap of Pinole Car Show from June 23, 2024.
- Article – The Right to Repair Act (Effective July 1, 2024).

2. Social

- 7/24 – Plastic Free July.

3. School Programs - Partnership with Republic Services

- Brainstorming ideas on creating a school activity and coloring book in-house.
- Planning for 24/25 school year for facility tours and presentations.

4. Oil Payment Program (OPP)

- Closed out of Cycle 13 which ended June 30, 2024.
- FY 23-24 annual report due to CalRecycle August 15, 2024.
- Applied for Cycle 15 Grant. Application submitted (due June 26, 2024).
Announcement of recipients Spring 2025.

5. Events

- July/August 2024 – Oil Drainers and Oil Filter Drainers Giveaway in partnership with Matt Bolender at five (5) local auto parts stores.
- HHW & Mattress Collection Event, August 22, 2024, in El Sobrante.

ATTACHMENTS:



recyclemore
WEST CONTRA COSTA INTEGRATED
WASTE MANAGEMENT AUTHORITY

Agenda Report

DATE: July 18, 2024

TO: West Contra Costa Integrated Waste Management Authority Board

FROM: Peter Holtzclaw - Executive Director

SUBJECT: West Contra Costa Integrated Waste Management Authority Fiscal Year 2024-25 Budget

ACTION REQUESTED:

MOTION to APPROVE Draft Fiscal Year (FY) 2024-25 Budget as proposed below:

- Staff proposes a FY 2024-25 Operating Budget in the amount of \$1,706,172 including use of reserves to balance the Operating Fund;
- Staff forecasts revenues to be \$1,197,910
- Staff proposes 6 full-time positions.

BACKGROUND:

The Board approved the FY 2023-24 Budget in June 2023, which included the following:

- Total expenditures of \$1,663,188 which used \$785,250 in reserves;
- Six full time positions and one part-time contractor;
- Projected Revenues of \$1,238,756

In November 2023, the Board approved the Post-Collection Rate Structure underpinning the Authority's FY 2023-24 and FY 2024-25 Budget. This included:

- The approved rate structure based on Republic processing 155,059 tons (including solid waste, recycling, organics, and dry waste);
- The revenue requirement for post-collection activities totaled \$117.15 per ton. Of this amount, Republic pays the Authority \$6.83 per ton per month to cover the Authority's expenses, as outlined in the Post Collection Agreement. El Cerrito also pays a monthly amount based on a volume amount equal to 7.5% of the total tonnage that is included in Republic's monthly amount.

DISCUSSION:

Summary of the Operating Fund Budget

Operating Fund Revenues - Fiscal Year 2024-25 Operating Fund Recommended Budget revenues are estimated at \$1,197,910. There are three primary sources of Operating Fund revenue. The first source is fees paid by Republic to RecycleMore as required under the Post-Collection Agreement which includes payments from the City of El Cerrito to contribute their “fair share” of RecycleMore administrative and operating costs. The second is funds and reimbursable expenses from the Oil Payment Program, HHW, and SB 1383 Local Assistance Grants. The final revenue source is interest from the Operating Fund balance.

| | |
|----------------------------|---------------------|
| Republic Services Payments | \$ 1,070,337 |
| Grants | \$ 120,073 |
| Interest | \$ <u>7,500</u> |
| Total | \$ 1,197,910 |

The proposed FY 2024-25 budget accounts for revenue and expenses and their impacts on the fund balances and the Authority’s programs and services.

Operating Fund Expenses – Proposed FY 2024-25 Operating Fund Expenses are \$1,706,172

The FY 2023-24 operating expenses were budgeted at \$1,701,288 . The major categories and amounts in the recommended FY 24-25 Budget compared to FY 23-24 are:

| | <u>FY23-24</u> | <u>FY24-25</u> |
|---------------------------|--------------------|--------------------|
| Personnel | \$970,679 | \$1,006,595 |
| Professional Services | n/a | n/a |
| Program Expenses | \$339,509 | \$339,443 |
| General Expenses | \$352,910 | \$360,134 |
| <u>Grant Expenditures</u> | <u>n/a</u> | <u>n/a</u> |
| Total | \$1,663,188 | \$1,706,172 |

As a note, last year’s categories don’t line up specifically with this year’s categories as the Authority is reformatting its general ledger codes into QuickBooks from San Pablo’s internal

finance system.

Personnel – Recommended FY 2024-25 Budget expenses include staff salaries and benefits of \$1,006,595 as summarized below:

- The FY 2024-25 Proposed Budget includes funding for six positions (One Executive Director; One Office Administrator; Two Program Managers; and Two Coordinators)
- Employee Benefits - There are no new or enhanced benefits in the recommended FY 2024-25 Budget. There are minor additional expenses for cost increases for maintaining employee benefits at the current level.
- Cost of Living Adjustment – COLA is illustrated here, using 3.5% as precedent.

Professional Services Professional Services Expenses are included in the recommended Operating Budget are not broken out but are included within the General Expenses and Program Expenses. These are funds for ongoing services, such as Legal Counsel, an Annual Financial Audit and ongoing IT Maintenance services. There are also funds for one-time services and ongoing services, such as various software needs, cell phone plan, and website maintenance. The same holds for Grant Expenditures.

Program Expenses Program Expenses are used mainly for the Schools Program; AB 939 and SB 1383 Programs; Recycling, HHW, and Oil Recycling Programs; Commercial Programs; and Focused Outreach. The Proposed FY 2024-25 Budget includes \$339,443 for Program Expenses that are discussed later in the report.

General Expenses General Expenses are proposed at \$360,134.

Use of Reserves The Proposed FY 2024-25 Budget has total expenses of \$1,706,172 and total revenues of \$1,197,910. Balancing the FY 2024-25 Proposed Budget at Board policy 67% of revenues would require use of reserves from the Reserve Fund in the amount of \$878,667.

Summary of the Recycling Fund Budget (Reserves)

Recycling Fund Revenues Staff estimates the Recycling Fund will earn about \$7,500 interest during FY 2024-25. There are no other income sources of income for this Fund.

Refer to Exhibit A-1 for a breakdown of Fund Balances, Revenues and Expenses, A-2 for a List of Expenditures in the main Budget Categories, A-3 for the detail with those Budget Categories, A-4 for salary/compensation schedules, and A-5 for the Compliance Fund.

Discussion of Major Projects

The FY24-25 budget has a number of on-going, important projects; the more notable ones are briefly described here.

On-Going Projects

Website

- RecycleMore's website was successfully revamped and is now in on-going maintenance mode along with adding new content; RecycleMore will need to find a new vendor as RouteWare will not host the website or support it, since acquiring it from Recyclist.

Mattresses

- This is to fund the current cooperative agreement with Republic to process the large volume of mattresses collected and dropped off in the jurisdiction.

Edible Food

- Staff has concluded this year's initial grant recipients and anticipates another grant program in FY24-25 along with using consultants to both foster greater capacity via the Careit software application as well as improving compliance.

Events and Promotional Items

- RecycleMore already engages in events with promotional items (like reusable bags, water bottles, etc) with full staff our capacity is greatly increased.
- This includes updating the Authority's logo, the purchase of various promotional items, the van costs, and maintaining items like banners, tables, chairs, and a commercial-grade canopy.
- Staff is also exploring more collaboration with local nurseries to promote organic recycling, and working to have compost give-aways at these local businesses which will include back yard composters.
- After the great success in Hercules, staff is developing three Fixit Clinics that encourage residents to repair household items versus disposing them for FY24-25.

Backyard Composters

- Staff believes subsidizing a greater portion of backyard composters, which run well over \$150 per unit, will spur residents to purchase and use these items.
- Staff plans to showcase these in collaborative events with local nurseries that will also include master composter training programs.

MFD Pails/Stickers and Indoor Commercial Recycling Bins

- As part of our collaborative Multifamily Dwelling outreach strategy within our SB 1383 program is supporting the cost of food scrap pails for residents in MFD's.
- Staff is also seeing a surge in commercial businesses requiring indoor bins, as the commercial sector recovers from the pandemic.

School Trolley

- Staff now feels the trolley concept isn't worth the cost of procuring a new unit.

Compliance Fund

See attachment A-5 for an overview of the Restricted Compliance Fund for AB 1826 and SB 1383. This contains a breakdown of anticipated expenses and revenues for compliance activities that are paid out of that fund and not RecycleMore's budget.

Briefly, the Compliance Fund has a current balance of \$682,263 as of 3/31/2024. Anticipated expenses include (in the amount of \$460,000):

| | |
|-------------------------|-----------|
| Outreach | \$ 50,000 |
| Data Trackers | \$ 36,000 |
| Edible Food Inspections | \$ 35,000 |
| Edible Food Consultants | \$ 90,000 |
| Careit | \$ 10,000 |
| Route Reviews | \$ 94,000 |
| QCS | \$ 45,000 |
| Edible Grants | \$100,000 |

The Compliance Fund will have an additional \$233,000 (approximately) deposited into it from the Rate Structure for the remainder of CY2024.

2024 Rate Structure and Forecasted 2025 Rate Structure

RecycleMore's budget and the Post Collection Rate Structure happen in six-month intervals, and both provide a way for the Board to view the spending of RecycleMore's budget and the efficacy of its and Republic's programs.

The historical Rate Structure is attachment A-6, and shows a 2024 forecast relative to the PCA, HHW Program, RecycleMore's budget and the Recycling Credit.

- Given RecycleMore's anticipated shortfall, staff anticipates an increase to RecycleMore's budget for CY2024.
- Staff believes there will be a 4% increase to the Material Specific line item as inflation remains above 4%.
- The Recycling Credit will give some relief to the three increases
- These are all forecasts, as we're only 4 months into the rate year.

Fund Balances

| | | |
|-------------------------|------------------|------------------|
| Estimated Fund Balances | <u>6/30/2024</u> | <u>6/30/2025</u> |
|-------------------------|------------------|------------------|

| | | |
|---------------------------------|--------------|------------|
| Operating Fund | \$ 346,721 | \$ 717,126 |
| Recycling/Special Projects Fund | \$ 1,446,656 | \$ 575,489 |

Board policy:

- Operating Fund set at 67% of revenues (based on rate revenues of \$1,070,337, this is \$717,126)
- Recycling/Special Projects Fund at \$662,000

CONCLUSION:

Staff has proposed an FY 2024-2025 Budget in the estimated amount of \$1,706,172, and recommends the Board approve this as the Authority's final budget.

Attachments:

- **A-1** Budget Summary
- **A-2** Employees Salary & Benefits Schedule
- **A-3** General Expense Schedule
- **A-4** Program Expense Schedule
- **A-5** Compliance Fund
- **A-6** PCA Rate Structure
- **A-7** Resolution
- Presentation

FISCAL IMPACT:

Operating Fund Budget - The Proposed FY 2024-2025 Operating Fund Budget includes:

1. Total expenses of **\$1,706,172** and total revenues of **\$1,197,910**.
2. Use of reserves in the amount of **\$878,667** to balance FY 2024-25 Operating Budget.
3. Funding for six full time positions.

Recycling Fund Budget (Reserves) - The recommendation for the Recycling Fund Budget consists of appropriating \$878,667 to maintain the operating budget at 67% of revenue. For FY23-24, the Board approved use of \$785,250 in reserves to balance the budget but this was not necessary. For FY24-25, an amount of \$878,667 is proposed to cover an anticipated shortfall. The Reserve Fund is estimated to be \$575,489 on 6/30/2025.

Fund Balances (estimated)

| | <u>6/30/2024</u> | <u>6/30/2025</u> |
|----------------|------------------|------------------|
| Operating Fund | \$ 346,721 | \$ 717,126 |

Recycling/Special Projects Fund

\$ 1,446,656

\$ 575,489

ATTACHMENTS:

Agenda Item 8.1 - Attachment A1: FY24-25 Budget Summary (DRAFT).xlsx

Agenda Item 8.1 - Attachment A2a: FY24-25 Salary Compensation Scheduled (DRAFT).xlsx

Agenda Item 8.1 - Attachment A2b: FY24-25 Employees Salary & Benefit Expenses Scheduled (DRAFT).xlsx

Agenda Item 8.1 - Attachment A3: Operational Expenses FY24-25 Budget.xlsx

Agenda Item 8.1 - Attachment A4: FY24-25 Program Expenses Schedule (DRAFT).xlsx

Agenda Item 8.1 - Attachment A5: FY24-25 Compliance Fund (DRAFT).xlsx

Agenda Item 8.1 - Attachment A6: PCA Rate Structure.pdf

Agenda Item 8.1 - Attachment A7: Resolution 24-02 FY24-25 Budget 071824.pdf

Agenda Item 8.1 - Attachment A8: FY24-25_Draft_Budget_Slide_Deck_July_2024_071824 .pptx

WCCIWMA Draft FY24-25 Budget

| | Operating Fund | Special Projects Fund |
|--|-----------------------|------------------------------|
| OPENING FUND BALANCE July 1, 2024 (Projected) | 346,721 | 1,446,656 |
| Revenue | | |
| Post-Collection Rates | 1,070,337 | |
| Grants | 120,073 | |
| Interest | 7,500 | 7,500 |
| Total Revenue | 1,197,910 | 7,500 |
| Expenditures | | |
| Salaries & Benefits | 1,006,595 | |
| General Operating | 360,134 | |
| Program | 339,443 | |
| Total Expenditures | 1,706,172 | |
| Total Revenues less Expenditures | (508,262) | |
| Transfer Out | | (878,667) |
| Transfer In | 878,667 | |
| Projected Year-End Fund Balance 6/30/2025 | \$ 717,126 | \$ 575,489 |
| Board Policy | 67% Revenue | 662,000 |

**West Contra Costa Integrated Waste Management Authority
July 1, 2024 Compensation Schedule Steps**

| Class Title | Cola Assumption | FY 2024-25 | 3.5% | 3.5% | 3.5% | 3.5% | 3.5% |
|---|-----------------|-----------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| | Class | Salary Rate | Step A (1) | Step B (2) | Step C (3) | Step D (4) | Step E (5) |
| Executive Director | Exempt | Monthly | \$ 16,446 | \$ - | \$ - | \$ - | \$ - |
| | | Semi-Monthly | \$ 8,223 | \$ - | \$ - | \$ - | \$ - |
| | | Hourly | \$ 109.64 | \$ - | \$ - | \$ - | \$ - |
| | | Annually | \$ 197,352 | \$ - | \$ - | \$ - | \$ - |
| Program Manager | Exempt | Monthly | \$ 10,776 | \$ 11,153 | \$ 11,544 | \$ 11,948 | \$ 12,366 |
| | | Semi-Monthly | \$ 5,388 | \$ 5,577 | \$ 5,772 | \$ 5,974 | \$ 6,183 |
| | | Hourly | \$ 71.84 | \$ 74.36 | \$ 76.96 | \$ 79.65 | \$ 82.44 |
| | | Annually | \$ 129,314 | \$ 133,840 | \$ 138,524 | \$ 143,373 | \$ 148,391 |
| Program Manager | Exempt | Monthly | \$ 10,776 | \$ 11,153 | \$ 11,544 | \$ 11,948 | \$ 12,366 |
| | | Semi-Monthly | \$ 5,388 | \$ 5,577 | \$ 5,772 | \$ 5,974 | \$ 6,183 |
| | | Hourly | \$ 71.84 | \$ 74.36 | \$ 76.96 | \$ 79.65 | \$ 82.44 |
| | | Annually | \$ 129,314 | \$ 133,840 | \$ 138,524 | \$ 143,373 | \$ 148,391 |
| Senior Coordinator (Office Adm.) | Non-Exempt | Monthly | \$ 7,045 | \$ 7,291 | \$ 7,546 | \$ 7,811 | \$ 8,084 |
| | | Semi-Monthly | \$ 3,522 | \$ 3,646 | \$ 3,773 | \$ 3,905 | \$ 4,042 |
| | | Hourly | \$ 46.96 | \$ 48.61 | \$ 50.31 | \$ 52.07 | \$ 53.89 |
| | | Annually | \$ 84,537 | \$ 87,496 | \$ 90,558 | \$ 93,727 | \$ 97,008 |
| Program Coordinator | Non-Exempt | Monthly | \$ 5,083 | \$ 5,261 | \$ 5,445 | \$ 5,636 | \$ 5,833 |
| | | Semi-Monthly | \$ 2,542 | \$ 2,631 | \$ 2,723 | \$ 2,818 | \$ 2,917 |
| | | Hourly | \$ 33.89 | \$ 35.07 | \$ 36.30 | \$ 37.57 | \$ 38.89 |
| | | Annually | \$ 60,999 | \$ 63,134 | \$ 65,343 | \$ 67,630 | \$ 69,997 |
| Program Coordinator (outreach) | Non-Exempt | Monthly | \$ 5,083 | \$ 5,261 | \$ 5,445 | \$ 5,636 | \$ 5,833 |
| | | Semi-Monthly | \$ 2,542 | \$ 2,631 | \$ 2,723 | \$ 2,818 | \$ 2,917 |
| | | Hourly | \$ 33.89 | \$ 35.07 | \$ 36.30 | \$ 37.57 | \$ 38.89 |
| | | Annually | \$ 60,999 | \$ 63,134 | \$ 65,343 | \$ 67,630 | \$ 69,997 |
| | | | | | | | \$ 716,299 |

EXHIBIT A-2b

| <u>EXPENDITURES - EMPLOYEES & BENEFITS</u> | | | |
|---|----------------|-----------------------|----------------|
| | <u>FY23-24</u> | <u>FY23-24 (Proj)</u> | <u>FY24-25</u> |
| Salary | 721,192 | 752,533 | 716,299 |
| CALPERS Retirement | 136,759 | 140,556 | 149,277 |
| Medical Insurance | 88,062 | 84,384 | 96,694 |
| Dental Insurance | 5,580 | 6,029 | 5,980 |
| VSP | - | 2,149 | 2,148 |
| All Other Insurance | 19,085 | 33,861 | 36,198 |
| | <hr/> | <hr/> | <hr/> |
| | \$ 970,678 | \$ 1,019,512 | \$ 1,006,596 |

Agenda Item 8.1 - Attachment A3

EXPENDITURES - OPERATIONAL

| | <u>FY23-24</u> | <u>FY23-24 (Proj)</u> | <u>FY24-25</u> | |
|---------------------------------|----------------|-----------------------|----------------|---|
| Office Equipment and Supplies | 44,650 | 15,781 | 16,387 | |
| Professional Memberships & Dues | 7,306 | 7,185 | 7,300 | |
| Rent / Lease | 47,509 | 47,509 | 50,000 | |
| Automotive | - | 7,812 | 14,790 | |
| Technology and Communications | 36,965 | 36,185 | 22,657 | Phones, Internet, Applications, IT Equipment |
| Professional Services | 168,500 | 129,840 | 180,000 | Legal, Financial, Audit, IT, Nothing Wasted |
| Staff Training & Conferences | 10,534 | 9,267 | 10,000 | |
| Board Expenses | 15,781 | 14,627 | 13,000 | Stipends, Meeting Space Rental, Granicus, Minutes |
| Marketing | 9,510 | 14,204 | 38,500 | Website, Branding, Promo Materials, Sponsorships |
| Other General Expenses & Fees | 12,155 | 8,515 | 7,500 | |
| | \$ 352,910 | \$ 290,925 | \$ 360,134 | |

| | |
|---------------------|---------|
| Legal | 50,000 |
| SAS - Financial | 50,000 |
| H&S - Audit | 10,000 |
| Nerd Crossings - IT | 20,000 |
| Nothing Wasted | 50,000 |
| | 180,000 |

| <u>EXPENDITURES - PROGRAMS</u> | <u>FY23-24</u> | <u>FY23-24 (Proj)</u> | <u>FY24-25</u> | |
|--|----------------|-----------------------|----------------|---|
| Recycling & Organics Programs | | | | |
| Program Expense | | | 127,000 | |
| SB1383 | | 14,250 | 17,000 | sb1383 Food Scrap Pails, Stickers, Edible Food Grant, sb1383 Outreach & compliance materials, data tracker, Care-It |
| Mattresses | 80,000 | 82,560 | 80,000 | |
| Commercial | 8,550 | 4,259 | 15,000 | CCC Green Biz, Interior Recycling Containers |
| Composting | | 3,780 | 15,000 | TriFormis, Workshops (hold) |
| Professional Services | | 28,450 | | |
| SB1383 | | | | Edible Food Inspections, Outreach & Compliance Consultants (all Compliace Fund) |
| School Programs | | | | |
| Program Expense | 30,250 | 5,670 | 25,000 | No Tram, Bus Rental, Giveaways |
| HHW Programs | | | | |
| Program Expense | 48,050 | 18,760 | 25,000 | Outreach for One-Day, General, Door2Door, Sharps/Pharm, Battery Boxes, Marine Flares |
| Professional Services | | 25,000 | 25,000 | Sweetser Consulting |
| Outreach & Events Programs | | | | |
| Program Expense | 10,250 | 9,308 | 17,370 | Earth Day, Pinole Car, Strolls, FixIt, Supplies, Software, Advertising |
| Grants - Programs | | | | |
| Grant - Oil Payment Program (OPP) - Cycle 13 | 30,000 | 9,305 | | |
| Grant - Oil Payment Program (OPP) - Cycle 14 | 32,500 | | 35,733 | |
| Grant - HHW HD 37 (Reimbursable) | 100,000 | 10,004 | 30,000 | |
| Grant - SB 1383 Local Assistance | | | 54,340 | Hercules MFD Project Materials |
| | <hr/> | | <hr/> | |
| | \$ 339,600 | \$ 211,346 | \$ 339,443 | |

EXHIBIT A-5

WCCIWMA Restricted 1826/1383 Compliance Fund

3/31/24 Compliance Fund Balance \$ **682,263**

FY23-24 Projected Expenses

| | | |
|-------------------------|-----------|----------------|
| Outreach | \$ | 50,000 |
| Route Reviews | \$ | 94,000 |
| Edible Food Inspections | \$ | 59,875 |
| Edible Food Grants | \$ | 100,000 |
| Recyclist/Data Tracker | \$ | 33,000 |
| <hr/> | | |
| Subtotal | \$ | 336,875 |

FY24-25 Forecasted Expenses

| | | |
|-------------------------|-----------|----------------|
| Outreach | \$ | 50,000 |
| Data Trackers | \$ | 36,000 |
| Edible Food Inspections | \$ | 35,000 |
| Edible Food Consultants | \$ | 90,000 |
| Care-it | \$ | 10,000 |
| Route Reviews | \$ | 94,000 |
| QCS | \$ | 45,000 |
| Edible Food Grants | \$ | 100,000 |
| <hr/> | | |
| Subtotal | \$ | 460,000 |

Projected Balance 1/1/25 \$ **607,888**

Projected Balance takes 3/31 balance, subtracts FY23-24 expenses, and adds in remaining CY2024 payments

Blended Per Ton Rate and Components 2014 - Present

| | 2024 | 2023 | 2022 | 2021 | 2020 | 2019 | 2018 | 2017 | 2016 | 2015 | 2014 |
|---------------------------------|-----------------|-----------------|-----------------|-----------------|-----------------|----------------|----------------|----------------|----------------|----------------|----------------|
| Material Specific | \$91.31 | \$87.80 | \$84.42 | \$82.87 | \$81.28 | \$78.62 | \$76.53 | \$74.33 | \$72.61 | \$70.99 | \$69.57 |
| HHW | \$7.57 | \$7.83 | \$7.73 | \$6.86 | \$6.97 | \$6.78 | \$6.22 | \$6.04 | \$5.75 | \$6.02 | \$5.76 |
| Authority Budget | \$6.83 | \$6.74 | \$6.70 | \$5.36 | \$7.86 | \$6.44 | \$6.16 | \$6.12 | \$5.43 | \$5.37 | \$7.28 |
| Authority Regulatory Compliance | \$2.10 | \$1.47 | \$1.40 | \$1.43 | \$1.33 | NA | NA | NA | NA | NA | NA |
| Recycling Rebate | (\$2.52) | (\$5.20) | (\$2.79) | (\$0.48) | (\$1.18) | (\$2.91) | (\$6.15) | (\$4.58) | (\$4.56) | (\$5.64) | (\$5.71) |
| Governmental Fee | \$10.55 | \$10.48 | \$10.14 | \$10.10 | \$10.00 | \$9.64 | \$9.27 | \$9.18 | \$10.54 | \$11.10 | \$11.51 |
| Change In Law (SB 1383) | \$1.31 | \$1.48 | NA | NA | NA | NA | NA | NA | NA | NA | NA |
| Total | \$117.15 | \$110.60 | \$107.60 | \$106.14 | \$106.26 | \$98.57 | \$92.03 | \$91.08 | \$89.77 | \$87.84 | \$88.41 |

RecycleMore Board of Directors

Agenda Item #8.1
FY2024-25 Budget

7/18/2024

3 Points Bind the FY24-25 Budget Together

1. Our Agency's Mission:
 - Provide cost-effective compliance with state law;
 - Provide effective oversight of the privately-owned IRRF;
 - Protect rate-payer interest;
 - Provide cost-effective waste disposal and diversion while assisting member agencies to meet State mandates
2. The Budget fulfills the Agency's compliance responsibilities.
3. The Budget portrays a good-faith effort if our programs fail to meet State mandates.

What is a Solid Waste Authority?

- Special District/JPA
- Hundreds of these in CA
- 30-40 Solid Waste Authorities in the State, 6 in the greater Bay Area

Why Does it Exist?

- Efficiency
- Lower Rates/Bargaining power
- Compliance

What RecycleMore Does

- Represents Richmond, Pinole, Hercules, San Pablo in a Post-Collection Agreement with Republic
- Main aspect of the PCA is setting post-collection rates
- Manages numerous programs associated with solid waste, recycling, composting, household hazardous waste, electronic waste, batteries, and mattresses
- Responsible for maintaining compliance with state law for Richmond, Pinole, Hercules, San Pablo, El Cerrito and Unincorporated County (represent for our member agencies with CalRecycle)

Proposed FY24-25 Budget

- \$1,706,172 Total Expenditures
- Estimated Revenues of \$1,197,910 (will need rate increase in November)
- Use of Reserves totaling \$878,667

Background

- Look at the Budget in coordination with Rates
- Rates are set each November for the calendar year
- Budget and Rates offer a check-in financially and operationally every six months.
- Budget and Rates also need to be viewed in the context of the Authority's Funds (Operating and Reserve) and their balance.

Fund Balances (estimated)

| | <u>6/30/2024</u> | <u>6/30/2025</u> |
|--------------------|------------------|------------------|
| Operating Fund | \$ 346,721 | \$ 717,126 |
| Recycling/SP Fund* | \$ 1,446,656 | \$ 575,489 |

- Fund Policies:
 - Operating Fund 67% of Revenues
 - Reserve/Special Project Fund \$662,000
- In June 2023, the Board approved \$785,250 to be transferred from the Recycling/SP Fund into the Operating Fund. That has not occurred as it was not needed (yet).

Discussion: FY24-25 Budget Summary

| WCCIWMA Draft FY24-25 Budget | | | | |
|------------------------------|--|-------------------|-----------------------|--|
| | | Operating Fund | Special Projects Fund | |
| | OPENING FUND BALANCE - July 1, 2024 (Projected) | 346,721 | 1,446,656 | |
| | Revenue | | | |
| | Post-Collection Rates | 1,070,337 | | |
| | Grants | 120,073 | | |
| | Interest | 7,500 | 7,500 | |
| | Total Revenue | 1,197,910 | 7,500 | |
| | Expenditures | | | |
| | Salaries & Benefits | 1,006,595 | | |
| | General Operating Program | 360,134 | | |
| | Total Expenditures | 1,706,172 | | |
| | Total Revenues less Expenditures | (508,262) | | |
| | Transfer Out | | (878,667) | |
| | Transfer In | 878,667 | | |
| | Projected Year-End Fund Balance 6/30/2025 | \$ 717,126 | \$ 575,489 | |
| | Board Policy | 67% Revenue | 662,000 | |

Discussion

Summary of Operating Fund Budget
Forecasted Revenues

Three Sources of Revenue

| | \$\$ |
|-------------------------------|-----------------|
| 1. Republic Services Payments | \$1,070,337 |
| 2. HHW & Oil Programs | \$ 120,073 |
| 3. Interest | <u>\$ 7,500</u> |
| Total | \$1,197,910 |

Discussion

Summary of Operating Fund Budget Forecasted Expenses

| | | <u>FY24-25</u> |
|-------------------------|----|----------------|
| Personnel | \$ | 1,006,595 |
| General Expenses | \$ | 360,134 |
| <u>Program Expenses</u> | \$ | <u>339,443</u> |
| Total | \$ | 1,706,172 |

Discussion: Salary & Benefit Expenses

| <u>EXPENDITURES - EMPLOYEES & BENEFITS</u> | | | |
|--|----------------|-----------------------|----------------|
| | <u>FY23-24</u> | <u>FY23-24 (Proj)</u> | <u>FY24-25</u> |
| Salary | 721,192 | 752,533 | 716,299 |
| CALPERS Retirement | 136,759 | 140,556 | 149,277 |
| Medical Insurance | 88,062 | 84,384 | 96,694 |
| Dental Insurance | 5,580 | 6,029 | 5,980 |
| VSP | - | 2,149 | 2,148 |
| All Other Insurance | 19,085 | 33,861 | 36,198 |
| | | | |
| | \$ 970,678 | \$ 1,019,512 | \$ 1,006,596 |

Discussion: General Expenses

| <u>EXPENDITURES - OPERATIONAL</u> | | | | | | | | | |
|-----------------------------------|--|-----------------------|--|----------------|-----------------------|----------------|---|--|--|
| | | | | <u>FY23-24</u> | <u>FY23-24 (Proj)</u> | <u>FY24-25</u> | | | |
| Office Equipment and Supplies | | | | 44,650 | 15,781 | 16,387 | | | |
| Professional Memberships & Dues | | | | 7,306 | 7,185 | 7,300 | | | |
| | | Rent / Lease | | 47,509 | 47,509 | 50,000 | | | |
| | | Automotive | | - | 7,812 | 14,790 | | | |
| Technology and Communications | | | | 36,965 | 36,185 | 22,657 | Phones, Internet, Applications, IT Equipment | | |
| | | Professional Services | | 168,500 | 168,512 | 180,000 | Legal, Financial, Audit, IT, Nothing Wasted | | |
| Staff Training & Conferences | | | | 10,534 | 9,267 | 10,000 | | | |
| | | Board Expenses | | 15,781 | 14,627 | 13,000 | Stipends, Meeting Space Rental, Granicus, Minutes | | |
| | | Marketing | | 9,510 | 22,157 | 38,500 | Website, Branding, Promo Materials, Sponsorships | | |
| Other General Expenses & Fees | | | | 12,155 | 12,155 | 7,500 | | | |
| | | | | | | | | | |
| | | | | \$ 352,910 | \$ 341,190 | \$ 360,134 | | | |

Discussion: Major Projects

- Website
- Mattresses
- Compost Bin Subsidy
- Edible Food (Grants, Compliance, Capacity-Building – all in Compliance Fund)
- Events:
 - Earth Day, Car Show, Compost Give-Aways, Fix-It Clinics
- MFD & Other Outreach
- School Programs

Discussion: Program Expenses

| EXPENDITURES - PROGRAMS | | FY23-24 | FY23-24 (Proj) | FY24-25 | |
|--|------------|------------|----------------|------------|---|
| Recycling & Organics Programs | | | | | |
| Program Expense | | | | 127,000 | |
| | SB1383 | | 14,250 | 17,000 | sb1383 Food Scrap Pails, Stickers, Edible Food Grant, sb1383 Outreach & compliance materials, data tracker, Care-It |
| | Mattresses | 80,000 | 82,560 | 80,000 | |
| | Commercial | 8,550 | 4,259 | 15,000 | CCC Green Biz, Interior Recycling Containers |
| | Composting | | 3,780 | 15,000 | TriFormis, Workshops (hold) |
| Professional Services | | | 28,450 | | |
| | SB1383 | | | | Edible Food Inspections, Outreach & Compliance Consultants (all Compliance Fund) |
| School Programs | | | | | |
| Program Expense | | 30,250 | 5,670 | 25,000 | No Tram, Bus Rental, Giveaways |
| HHW Programs | | | | | |
| Program Expense | | 48,050 | 18,760 | 25,000 | Outreach for One-Day, General, Door2Door, Sharps/Pharm, Battery Boxes, Marine Flares |
| Professional Services | | | 25,000 | 25,000 | Sweetser Consulting |
| Outreach & Events Programs | | | | | |
| Program Expense | | 10,250 | 9,308 | 17,370 | Earth Day, Pinole Car, Strolls, FixIt, Supplies, Software, Advertising |
| Grants - Programs | | | | | |
| Grant - Oil Payment Program (OPP) - Cycle 13 | | 30,000 | 9,305 | | |
| Grant - Oil Payment Program (OPP) - Cycle 14 | | 32,500 | | 35,733 | |
| Grant - HHW HD 37 (Reimbursable) | | 100,000 | 10,004 | 30,000 | |
| Grant - SB 1383 Local Assistance | | | | 54,340 | Hercules MFD Project Materials |
| | | \$ 339,600 | \$ 211,346 | \$ 339,443 | |

Discussion: Compliance Fund

- Compliance activities can be discussed in greater detail during rate setting in October/November.
- 1383 Compliance activities:
 - Data Tracking Software
 - Outreach (MFD)
 - MOU Workplan
 - Enforcement/Tier 1 and Tier 2 Edible Food Inspections
 - Edible Food Grant Program
 - Edible Food Consultants
 - Route Monitoring
 - Quarterly Content Studies

Discussion: Compliance Fund

| WCCIWMA Restricted 1826/1383 Compliance Fund | | | | |
|---|--|-------------------|------------------------------------|-------------------|
| | 3/31/24 Compliance Fund Balance | \$ 682,263 | | |
| | FY23-24 Projected Expenses | | FY24-25 Forecasted Expenses | |
| | Outreach | \$ 50,000 | Outreach | \$ 50,000 |
| | Route Reviews | \$ 94,000 | Data Trackers | \$ 36,000 |
| | Edible Food Inspections | \$ 59,875 | Edible Food Inspections | \$ 35,000 |
| | Edible Food Grants | \$ 100,000 | Edible Food Consultants | \$ 90,000 |
| | Recyclist/Data Tracker | \$ 33,000 | Care-it | \$ 10,000 |
| | | | Route Reviews | \$ 94,000 |
| | Subtotal | \$ 336,875 | QCS | \$ 45,000 |
| | | | Edible Food Grants | \$ 100,000 |
| | | | Subtotal | \$ 460,000 |
| | Projected Balance 1/1/25 | \$ 607,888 | | |
| Projected Balance takes 3/31 balance, subtracts FY23-24 adds in remaining CY2024 payments | | | | |

The Role of Rates

Blended Per Ton Rate and Components 2014 - Present

| | 2024 | 2023 | 2022 | 2021 | 2020 | 2019 | 2018 | 2017 | 2016 | 2015 | 2014 |
|---------------------------------|-----------------|-----------------|-----------------|-----------------|-----------------|----------------|----------------|----------------|----------------|----------------|----------------|
| Material Specific | \$91.31 | \$87.80 | \$84.42 | \$82.87 | \$81.28 | \$78.62 | \$76.53 | \$74.33 | \$72.61 | \$70.99 | \$69.57 |
| HHW | \$7.57 | \$7.83 | \$7.73 | \$6.86 | \$6.97 | \$6.78 | \$6.22 | \$6.04 | \$5.75 | \$6.02 | \$5.76 |
| Authority Budget | \$6.83 | \$6.74 | \$6.70 | \$5.36 | \$7.86 | \$6.44 | \$6.16 | \$6.12 | \$5.43 | \$5.37 | \$7.28 |
| Authority Regulatory Compliance | \$2.10 | \$1.47 | \$1.40 | \$1.43 | \$1.33 | NA | NA | NA | NA | NA | NA |
| Recycling Rebate | (\$2.52) | (\$5.20) | (\$2.79) | (\$0.48) | (\$1.18) | (\$2.91) | (\$6.15) | (\$4.58) | (\$4.56) | (\$5.64) | (\$5.71) |
| Governmental Fee | \$10.55 | \$10.48 | \$10.14 | \$10.10 | \$10.00 | \$9.64 | \$9.27 | \$9.18 | \$10.54 | \$11.10 | \$11.51 |
| Change In Law (SB 1383) | \$1.31 | \$1.48 | NA | NA | NA | NA | NA | NA | NA | NA | NA |
| Total | \$117.15 | \$110.60 | \$107.60 | \$106.14 | \$106.26 | \$98.57 | \$92.03 | \$91.08 | \$89.77 | \$87.84 | \$88.41 |

- With the anticipated budget shortfall, staff forecasts the Authority budget line item to increase later this year along with the Material Specific line item.

Conclusion

- The budget focuses on meeting the challenge of SB1383 while keeping post-collection rates in check.
- The budget also can be seen, as a whole, as providing a Good Faith Effort for its member cities if the jurisdiction does not meet the diversion goals set and monitored by CalRecycle.



recyclemore
WEST CONTRA COSTA INTEGRATED
WASTE MANAGEMENT AUTHORITY

Agenda Report

DATE: July 18, 2024

TO: West Contra Costa Integrated Waste Management Authority Board

FROM: Peter Holtzclaw - Executive Director

SUBJECT: Draft Post Collection Request for Proposals (RFP) and Draft Post Collection Agreement (PCA)

ACTION REQUESTED:
Provide Direction to staff

BACKGROUND:

The current Post Collection Agreement ("PCA") for Post Collection solid waste services with Republic Services expires June 30, 2025. In the Spring of 2023, RecycleMore's Board voted to establish an Ad-Hoc Committee to research and recommend direction to the full Board whether to negotiate a new agreement with Republic, or to issue a Request for Qualifications ("RFQ") or Request for Proposals ("RFP") for post collection solid waste services. In November 2023, the Ad Hoc committee recommended to the Board to issue an RFQ. In February 2024, RecycleMore's Board voted to direct staff to draft a Request for Proposals for Post-Collection solid waste services.

Staff have created a draft RFP and a draft PCA for the Board to review and provide direction to staff. Staff will bring a final draft PCA and RFP to the Board for approval in September 2024.

The draft RFP and draft PCA have not been thoroughly reviewed yet by counsel or Nothing Wasted. Those reviews will commence after this Board meeting and after all comments from regional staff have been received.

DISCUSSION:

RecycleMore staff have created the attached draft RFP and PCA with assistance from its counsel Redwood Public Law and its hired consultant Nothing Wasted. The draft RFP is modeled on the 2012 Post Collection RFQ created by RecycleMore and HF&H Consultants, reviewed by Meyers-Nave counsel, and approved by RecycleMore's Board of Directors. That

process resulted in 5 submitted proposals, and ultimately provided the current Post Collection Agreement which has proven to be very beneficial for West Contra Costa rate payers.

The Draft RFP and Post Collection draft term sheet was shared with Regional Staff more than a month ago in early June. The draft Post Collection term sheet is a condensed version of the draft PCA, outlining key points, and is about 15 to 20 pages, versus the entire agreement which is between 100 and 120 pages. RecycleMore staff met with regional staff on June 7th to discuss the RFP and term sheet. During the meeting, RecycleMore staff (with the support of its counsel) argued that a term sheet was preferable to a draft PCA because it allowed some flexibility to create the entire PCA later in the process with the recommended contractor. However, staff from three cities wanted the draft PCA to accompany the RFP. In the interest of time, rather than bring this disagreement to the Board to resolve, RecycleMore has created a draft PCA, which is attached to this report and was made available for regional staff on July 1. This makes the term sheet unnecessary, which is why it is not attached or referred to in this report and does not need to be part of the process going forward.

The following list significant factors of the draft RFP and draft PCA:

County & El Cerrito Involvement

- Unincorporated Contra Costa County has clarified its stance and now states that it desires to be included in the post-collection RFP and PCA.
- The County says it could leave the arrangement, but the default is that they're in. The Authority and its counsel have requested that the County needs to definitively state if it's in the RFP/PCA or out, but for now, it is in.
 - This is positive, as it means more volume and more rate payers to share in the costs of post-collection services
- The City of El Cerrito is in the RFP and PCA
 - It will deliver recyclables along with trash and organics to the next contractor's facilities
 - It will not have a separate PCA as it currently does
 - This is another win-win; more volume and more rate payers in one agreement means a better deal for everyone

Term

- The RFP has a default term of 12 years, from July 1, 2025, until June 30, 2037, with an option to extend to 25 years.
- Staff hope to synchronize the term with collection franchises currently being negotiated by Hercules, Richmond, San Pablo and Pinole along with El Cerrito's collection franchise term.
- El Cerrito has a franchise collection that goes through May 31, 2032, but is extended by one year annually by mutual agreement, so currently it goes through May 31, 2034. In

2036, the parties can agree to extend the franchise until 2047.

- The collection franchises should be finalized by September, which will allow staff and the Board to ultimately decide the post collection term at that time.

Scope of Services

- Services align with the current PCA
- These include Transfer, Disposal, MRF Recycling, Organics Composting, C&D/Dry Waste processing, HHW and associated material like mattresses and universal waste processing.
- Innovative services such as refining hydrogen fuel from waste products (like the Raven Project) are included as optional services.

Pricing

- Based on current PCA Blended Rate
- Proposals will need to give a Material Specific Blended Rate and an HHW Rate (with the HHW per ton rate going forward to go through the CPI, budget, and balancing account process as outlined in the current HHW Side Agreement).
 - This will also eliminate the \$20 mattress handling fee, as it's been discovered Republic already receives this from the Mattress Council
- The RFP will also ask for a component break out (disposal, transfer, MRF, Organics, etc) but these will not be binding or judged. The only number of importance is the final blended rate and an initial starting HHW rate.
- Blended versus Non-Blended Rates
 - Regional staff brought up the idea of comparing non-blended rates with the blended rate, or having a rate structure based on non-blended rates.
 - IE: Having the RFP and next PCA based on separate rates for disposal, transfer, MRF, Organics, C&D, Dry, and HHW waste streams.
 - RecycleMore staff argued this would be incredibly complex and not offer ratepayers any rate relief. Indeed, the Authority believes this would result in large rate increases, because there would be no synergistic impacts of the non-blended rates backing up post collection operations.
 - Currently, Central Contra Costa County (RecycleSmart) is bidding out their integrated solid waste services in this "non-blended" manner (separating the disposal, transfer, MRF and composting into separate RFP's).
 - It is RecycleMore's strong belief this will lead to unnecessary rate increases for those ratepayers.
 - RecycleMore told regional staff that it is open to investigating a non-blended rate structure, but it would need to be created by regional staff.
 - RecycleMore's consultant and its counsel do not believe the time (and expense) of creating a non-blended rate structure is worthwhile.
 - If city staff want to bring a non-blended rate structure forward, the Authority

can analyze it, but it doesn't sound like any of the staff will be embarking on such a project.

Commodity Revenue Rebate

- As discussed in the Ad Hoc Report and other Board meetings, staff believe the current arrangement of a floating revenue rebate tied to the Los Angeles Mixed Paper export price severely under values the commodity revenue generated by the current contractor's MRF and compost operations.
 - The draft PCA hasn't laid out a new formula, but staff is finalizing a formula that utilizes the San Francisco OCC #11 export grade (or equivalent) as the base index, with a narrow range for the revenue rebate to float within.
 - Staff anticipates the revenue rebate to have a floor of \$5.00/ton and a ceiling of \$9.00/ton, as long as the entire jurisdiction delivers recycling and organic streams with less than 33% residual in the aggregate.
- This will be in the range of \$750,000 - \$1.2M in credits back (ie rate relief) for ratepayers annually.
- Current aggregate residual amounts in the MRF and compost facility are just under 20%.

Schools & Public Outreach

- The RFP calls for proposers to include the costs for three sustainability coordinators to assist the jurisdiction implement diversion programs and various compliance activities (eg ab939, ab1826 and sb1383)
- The public outreach and school component was significantly updated by RecycleMore staff for the draft PCA, as this area in the current PCA is very outdated.
- RecycleMore recommends it take ownership of the school program, and the Authority will be the program's main manager.
- RecycleMore can hire staff with specific early childhood education credentials, since this is a very specific quality that the current contractor's Sustainability Coordinators do not possess.
 - Regional staff voiced their preference for RecycleMore to increase its staff rather the contractor (RecycleMore had suggested the future contractor increase the number of Sustainability Coordinators from three to four).

Performance Metrics

- The basic performance metric in the draft PCA centers on CalRecycle's main performance metric, which is Pounds of Disposal per Day ("PPD"), based on the 50% diversion mandate in ab939.
- There is also a metric for the 75% goal, but since it is just a goal there are no damages or mitigations associated with meeting or not meeting it.
- These metrics are based only on collected franchised waste, and only if the diverted recycling and organics waste contain a default contamination amount to be determined

(the draft version utilizes 33% residual in the aggregate).

Data Tracker Access

- Authority staff requires limited access to the contractor's sb1383 data tracker for essential compliance duties.
- This will be only for RecycleMore staff (not regional staff), and be based on administrative permissions set by the software application
 - This also means the contractor must use a software application that can guarantee such permissions.

Liquidated Damages

- The current PCA has numerous liquidated damage clauses based on collection enhancements from the 2012 time-period, mainly around implementing organic and food waste programs and associated public outreach
 - These aren't needed anymore, and have been deleted from this draft PCA
- Other LD's center around landfilling organics and recyclables
 - These can be considered outright contract breaches, but that avenue requires lengthy litigation, so RecycleMore, its counsel and consultant will look to other regional contracts for industry norms for LD's arising from landfilling organics and recyclables and apply these to the draft PCA
 - This will be completed by mid-August and will be included in the final Draft PCA
 - There's also a chance (or option) that these LD amounts be kept blank and will be negotiated after the RFP.
 - Staff will look to counsel and consultant advice for this.

Contract Extension

- Regional staff raised the issue of possibly extending the current PCA with Republic
- As Executive Director, I feel this is an awful idea for ratepayers
 - First, there's ample time to finish this process, so there's no time urgency here requiring a contract extension
 - Second, this will be a bad deal for rate payers, as the Authority has no leverage and Republic will likely request a hefty 10-20% rate increase for a one-year or short-term extension
 - Using this logic, the Authority may as well extend the PCA for ten or fifteen years, which leads back to the entire Sole Source/RFQ/RFP debate.

Overall, the current PCA can be likened to an old craftsman bungalow house seen throughout the east bay. It is very solid. It may need some freshening up, like some new kitchen appliances, some paint, some updating. But it does not need major overhauls, like pushing out walls or foundation work. The changes laid out above are minor in the overall scheme, and are completely doable by July 1, 2025.

Regional staff have had, and will continue to have, ample time for input. None of their issues have been ignored, and on the contrary, RecycleMore has, within reason, implemented the details that they have asked for in the current RFP and PCA drafts.

The process from this point forward will be:

July 15

- Legal and Consultant will perform specific tasks related to the Draft PCA and Draft RFP
- Legal to go over the entire RFP and PCA and give contractual advice
- Will also compare draft PCA to Central Contra Costa/RecycleSmart's draft contracts and give feedback for specific wording, performance metrics and liquidated damages as appropriate
- Nothing Wasted to also look at the 4-5 other solid waste contracts with post-collection processes over the past 12 years to confirm if any significant changes have occurred in the contractual or regulatory landscape (Authority staff believe there hasn't been, but regional staff want confirmation).
 - These contracts/rfp's include San Ramon, Oakland, San Francisco, and possibly one or two others
- Create a new methodology for commodity pricing based on the SF export OCC grade, with the recycling revenue rebate ranging between \$5-\$9/ton (those numbers aren't set, but likely will be in that ballpark).

July 18

- Receive Board Feedback for any of the above issues, or anything not mentioned above

August 16

- Receivables from Legal and Nothing Wasted due

August 17-31

- Staff reviews legal and consultant work

September 5

- Staff prepares and publishes Board Agenda with Final Draft RFP and PCA

September 12

- Board directs staff to public RFP with Draft PCA or directs staff to rewrite and come back in October.
- Board can always vote to scrap the RFP and opt for RFQ or sole source negotiation at any point as well.
- Staff plans to issue the RFP soon after the 9/12 Board meeting, with proposals due

November 27, right before Thanksgiving.

CONCLUSION:

Staff requires direction from the Board about the substance of the attached draft Post Collection Services Request for Proposal and draft Post Collection Agreement. Staff will return with a final draft Post Collection RFP and final draft Post Collection Agreement for the Board to approve in September.

The draft RFP and draft PCA have both been shared with regional staff, and the majority of their comments have been incorporated into these draft versions. The draft versions have undergone preliminary legal review and consultant review, however more extensive legal and consultant review will occur after the Board gives staff direction.

FISCAL IMPACT:

None

ATTACHMENTS:

[Agenda Item 8.2 - Attachment 1: PCA June 2024](#)

[Agenda Item 8.2- Attachment 2: Draft PCA RFP July 2024](#)

AGREEMENT

between the

**WEST CONTRA COSTA INTEGRATED WASTE
MANAGEMENT AUTHORITY**

and

Service Provider

for

**POST-COLLECTION RECYCLING, AND DISPOSAL
SERVICES**

June 24, 2024

TABLE OF CONTENTS

| | <u>Page</u> |
|---|---------------|
| RECITALS, DETERMINATIONS, AND FINDINGS | - 1 - |
| ARTICLE 1 DEFINITIONS | - 4 - |
| ARTICLE 2 TERMS OF AGREEMENT | - 5 - |
| 2.1 Effective Date | - 5 - |
| 2.2 Term..... | - 5 - |
| 2.3 Survival of Certain Provisions | - 5 - |
| 2.4 Conditions to Effectiveness of Agreement..... | - 6 - |
| ARTICLE 3 OBLIGATIONS OF THE AUTHORITY | - 7 - |
| 3.1 Facility Designation | - 7 - |
| 3.2 No Tonnage Obligation or Limit on Waste Prevention | - 7 - |
| ARTICLE 4 OBLIGATIONS OF CONTRACTOR..... | - 9 - |
| 4.1 Scope of Services | - 9 - |
| 4.2 Permits..... | - 12 - |
| 4.3 Facility Specifications | - 13 - |
| 4.4 Ownership of Authority Materials | - 14 - |
| 4.5 Rejection of Unpermitted Waste at Landfill | - 15 - |
| 4.6 Approved Facility and HHW Facility Days and Hours of Operation..... | - 15 - |
| 4.7 Equipment and Supplies | - 16 - |
| 4.8 Traffic Control and Direction..... | - 16 - |
| 4.9 Scale Operation | - 16 - |
| 4.10 Personnel..... | - 18 - |
| 4.11 Safety..... | - 18 - |
| 4.12 Alternative Facilities | - 18 - |
| 4.13 Invoicing..... | - 18 - |
| 4.14 Quarterly and Annual Reports..... | - 19 - |
| 4.15 Change in Applicable Law Affecting Rates..... | - 20 - |
| 4.16 Closure and Post-Closure of Landfill..... | - 21 - |
| 4.17 Right to Enter Facility and Observe Operations | - 21 - |
| 4.18 Provision of Emergency Services..... | - 21 - |
| 4.19 Service Standards..... | - 22 - |
| 4.20 Modifications to Scope of Service | - 22 - |
| 4.21 Triennial Review of 75% Recycling Goal..... | - 24 - |
| ARTICLE 5 CONTRACTOR COMPENSATION | - 26 - |
| 5.1 General | - 26 - |
| 5.2 Initial Rate | - 26 - |
| 5.3 Annual Adjustments to the Rate..... | - 30 - |
| 5.4 Establishment of Post-Collection Rate | - 35 - |
| 5.5 Other Adjustments to Compensation | - 35 - |
| ARTICLE 6 INDEMNITY, INSURANCE, AND PERFORMANCE BOND..... | - 37 - |

42 6.1 Defense and Indemnification..... - 37 -

43 6.2 Insurance Policies - 39 -

44 6.3 Performance Surety - 41 -

45 **ARTICLE 7 DEFAULT BY CONTRACTOR AND TERMINATION - 42 -**

46 7.1 Contractor Default - 42 -

47 7.2 Right to Suspend or Terminate Agreement - 44 -

48 7.3 Right to Perform - 45 -

49 7.4 All Other Available Remedies..... - 45 -

50 7.5 Authority's Remedies Cumulative..... - 46 -

51 7.6 Waiver - 46 -

52 **ARTICLE 8 OTHER AGREEMENTS OF THE PARTIES - 47 -**

53 8.1 Relationship of Parties - 47 -

54 8.2 Compliance with Law - 47 -

55 8.3 Governing Law - 47 -

56 8.4 Further Assurances..... - 48 -

57 8.5 Assignment - 48 -

58 8.6 Binding on Successors..... - 50 -

59 8.7 Parties in Interest - 50 -

60 8.8 Services Performed At Contractor's Sole Expense - 50 -

61 8.9 Notices and Communication - 50 -

62 8.10 Authority Contract Manager - 51 -

63 8.11 Duty of Contractor Not To Discriminate..... - 52 -

64 8.12 Force Majeure - 52 -

65 8.13 Maintenance of Records - 52 -

66 8.14 Right to Inspect Records..... - 53 -

67 8.15 Compilation of Information for State Law Purposes - 54 -

68 8.16 Right to Demand Assurances of Performance - 54 -

69 8.17 Dispute Resolution - 55 -

70 8.18 Criminal Activity of Contractor - 57 -

71 8.19 Liquidated Damages - 58 -

72 8.20 Guaranty of Contractor's Performance..... - 59 -

73 8.21 Exercise of Discretionary Actions..... - 60 -

74 8.22 Jurisdiction, Venue..... - 60 -

75 8.23 Costs and Expenses - 60 -

76 8.24 Golden Bear Franchise Agreement..... - 60 -

77 **ARTICLE 9 REPRESENTATIONS AND WARRANTIES OF CONTRACTOR - 61 -**

78 9.1 Accuracy of Representations - 61 -

79 9.2 Representations and Warranties Regarding Negotiation of Agreement.... - 61 -

80 **ARTICLE 10 MISCELLANEOUS PROVISIONS - 63 -**

81 10.1 Exhibits..... - 63 -

82 10.2 Section Headings - 63 -

83 10.3 Interpretation and Construction - 63 -

84 10.4 Amendment..... - 64 -

85 10.5 Severability..... - 64 -
86 10.6 Costs of Enforcing Agreement - 64 -
87 10.7 Authority..... - 65 -
88 10.8 Counterparts - 65 -
89
90

TABLE OF EXHIBITS

92 EXHIBIT 1 Definitions
93 EXHIBIT 4.1.9 Public Education and Outreach
94 EXHIBIT 4.14 Reporting
95 EXHIBIT 6.2 Insurance
96 EXHIBIT 8.19 Liquidated Damages
97 EXHIBIT 8.19.A Performance Standards
98 EXHIBIT 8.20 Guaranty Agreement
99 EXHIBIT 10 Corporate Secretary's Certificate
100
101

This Agreement is entered into by and between the West Contra Costa Integrated Waste Management Authority (Authority) and Service Provider (together, the "Parties") for the Transfer, Transport, Recycling, Composting, and Disposal (Post-Collection Services) of Solid Waste, Recyclable Materials, Dry Materials, Organic Materials, Household Hazardous Waste Materials, and Construction and Demolition Materials from the cities of Hercules, Pinole, El Cerrito, Richmond, and San Pablo (collectively the Member Agencies of the Authority and hereinafter referred to as "Member Agencies") and certain portions of the unincorporated areas of the County of Contra Costa pursuant to a franchise collection agreement between RSS and the County (that historically have been within the Authority's service area including: East Richmond Heights, North Richmond, Montalvin Manor, Tara Hills, and El Sobrante) (together the Member Agencies and County are hereinafter collectively referred to as "Franchise Agencies").

RECITALS, DETERMINATIONS, AND FINDINGS

This Agreement is entered into with reference to the following facts, circumstances, determinations and findings made by the Board Members of the Authority:

WHEREAS; the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 (Act) (California Public Resources Code Section 40000 et seq.), has declared that it is in the public interest to authorize and require local agencies to make adequate provisions for Solid Waste management within their jurisdiction; and

WHEREAS; the State of California has found and declared that the amount of refuse generated in California, coupled with diminishing Disposal capacity and potential adverse environmental impacts from landfilling and the need to conserve natural resources, have created an urgent need for State and local agencies to enact and implement an aggressive integrated waste management program. The State has, through enactment of the Act, directed the responsible State agency, and all local agencies, to promote Diversion and to maximize the use of feasible waste reduction, re-use, Recycling, and Composting options in order to reduce the amount of refuse that must be Disposed; and

WHEREAS, the Authority and Member Agencies entered into a Joint Exercise of Powers Agreement dated April 2, 1991, ("JPA Agreement"), which JPA Agreement was amended by the parties thereto in March 6, 1995 and 2018; and

WHEREAS, on January 1, 1994, the Authority and West County Resource Recovery, Inc. entered into a Service Agreement for Operation of an Integrated Resource Recovery Facility ("IRRF Service Agreement"); and

WHEREAS, Republic Services, by means of the services and facilities of Golden Bear Transfer Station, Keller Canyon Landfill, West Contra Costa Sanitary Landfill and West County Resource Recovery, provides Post-Collection Services to the Authority through certain agreements between it and the Authority; and

WHEREAS, these contracts for Post Collection Services are expiring effective June 30, 2025; and.

WHEREAS, In October 2024, the Authority solicited Requests for Proposals from companies in the solid waste and recycling industry for the provision of these Post-Collection Services. Service Provider

submitted its response and after consideration of the numerous proposals received, on January 9, 2025, the Authority Board of Directors directed Authority staff to negotiate with Contractor for the provision of these services; and

WHEREAS; the Authority further declares its intent to approve and maintain reasonable rates for the Post-Collection Services described in this Agreement; and

WHEREAS; the Authority selects Contractor to provide for the Post-Collection Services, after undertaking a competitive request for proposals process and having determined that Contractor's proposal provides the best overall value for the Authority rate payers, and that Contractor has the requisite experience, qualifications, reputation, and capacity to carry out such services; and

WHEREAS; local agencies like the Authority and the Franchise Agencies have generally been held liable under federal superfund laws for costs of cleaning up of Hazardous Waste sites that accepted Solid Waste generated within municipalities' jurisdictions. Therefore the Authority is prudent to provide for terms and conditions of its Solid Waste Disposal in accordance with this Agreement; and

WHEREAS; pursuant to its police powers, obtaining a long-term commitment for Disposal of Solid Waste generated within the Authority in accordance with this Agreement is in the best interests of the public health, safety and wellbeing of the citizens throughout the Authority and is fiscally prudent; and

WHEREAS; through enactment of the Act, the State of California also recognizes the important health and safety consideration to long-term planning for local governments adequate Disposal needs. The State requires local governments to make adequate provision for at least fifteen (15) years of Solid Waste Disposal capacity to preserve the health, safety and wellbeing of the public; and

WHEREAS; this Agreement also advances the objectives of the federal government to encourage environmentally sound Solid Waste management (Resource Conservation and Recovery Act of 1976 (RCRA), 42, U.S.C. Section 6941 et. seq.); and

WHEREAS; the Service Provider's Landfill is designated to be the principal Landfill for Solid Waste generated throughout the Authority; and

WHEREAS; the Parties agree that the goal of the non-disposal services performed under this Agreement is to further the recycling programs and recycling activities in support the achievement of the recycling rate goal of 75% established by AB 341. The parties agree that the 75% goal is a target and not a guaranteed rate; and

WHEREAS; the Parties agree that the goal of the non-disposal services performed under this Agreement is to further the recycling programs and recycling activities in support the achievement of the mandates set forth in SB1383.

WHEREAS; this Agreement helps the Authority achieve the following goals:

- (1) Securing rate stability over the long term and financial protection from environmental Liabilities;
- (2) Establishing service and performance standards to help assure that the Authority and all Franchise Agencies meet their respective obligations under law and to protect and preserve the health, safety, and financial assets of its citizens;
- (3) Giving the Authority tools to monitor Contractor's compliance with Service terms, administer Solid Waste, Recyclable Materials, Organic Materials, HHW Materials, and C&D Material management programs, and enforce the Authority's rights; and,

NOW, THEREFORE, in consideration of the mutual promises, covenants, guaranties, and conditions contained in this Agreement and for other good and valuable consideration, the Parties agree as follows:

ARTICLE 1 DEFINITIONS

Unless the context otherwise requires, capitalized terms used in this Agreement shall have the meanings specified in Exhibit 1 to this Agreement, which is attached hereto and incorporated by reference.

ARTICLE 2 TERMS OF AGREEMENT

2.1 Effective Date

This Agreement becomes effective on the date that the latter of the Parties executes the Agreement or the date that all of the Member Agencies have executed an amendment to their Collection Franchise Agreement(s) at a minimum substantially in the form in exhibit 2.4.6, whichever is later. Except as specifically provided herein, Contractor shall make all necessary preparations required to provide all Services under this Agreement.

2.2 Term

The Term of this Agreement shall commence on July 1, 2025 and is set to expire on June 30, 2037. Separately, and with respect to the County of Contra Costa, the term of the Agreement shall be until October 13, 2025 and the County may, at its sole option, extend its participation in the Agreement through the full term without any further changes required to the Agreement by providing no less than thirty (30) days advanced notice in writing. The Parties may agree to extend this Agreement.

2.3 Survival of Certain Provisions

The following provisions shall survive the expiration or termination of this Agreement:

- 1) All representations and warranties;
- 2) All Indemnities and insurance requirements;
- 3) Obligations to pay any due and payable monetary amounts, or claims for those amounts, including damages, any Disposal Rates, and payment of any amounts accrued and payable upon termination of the Agreement in accordance with Section 7.2;
- 4) Obligations to submit and maintain Records and any reports for periods (or portions thereof) concluded prior to the expiration or termination of this Agreement; and,
- 5) Any other rights and obligations of the Parties stated elsewhere in this Agreement which pertain to operations conducted during the term of this Agreement including, but not limited to, the following:

| | |
|------|---|
| 4.2 | Permits |
| 4.3 | Approved Processing Facility Specifications |
| 4.4 | Ownership of Authority Materials |
| 4.13 | Invoicing |
| 4.14 | Quarterly Report |
| 4.16 | Closure and Post-Closure of Landfill |
| 6.1 | Defense and Indemnification |
| 6.2 | Insurance Policies |
| 8.02 | Compliance with Law |

| | |
|------|---|
| 8.08 | Services Performed At Contractor's Sole Expense |
| 8.13 | Maintenance of Records |
| 8.14 | Right to Inspect Records |
| 8.15 | Compilation of Information for State Law Purposes |
| 8.17 | Dispute Resolution |
| 8.22 | Jurisdiction, Venue |
| 8.23 | Cost and Expenses |

2.4 Conditions to Effectiveness of Agreement

2.4.1 New Agreement Supersedes all Others

Except as noted in this paragraph 2.4.1, this Agreement executed between Contractor and the Authority shall completely and fully supersede and invalidate any and all prior or existing contracts, agreements and any amendments or understandings between the Authority and Contractor (or specific entities of Contractor), except for provisions that survive expiration or termination of any of the following agreements: including the 1994 IRRF Service Agreement; the 2005 Agreement for the Transfer and Transportation of Franchised Solid Waste and County Area Waste from the Golden Bear Transfer Station; the 2010 Agreement for Organic Material Processing and Composting Services; the 2010 Agreement for Disposal of Solid Waste (Keller Canyon Landfill); the 2013 Amendment to Extend the Terms of Certain Service Agreements with the West Contra Costa Integrated Waste Management Authority; and the 2014 Post-Collection Agreement set to expire on June 30, 2025. Except as specifically provided in the amendments referenced in Section 2.4.6 of this Agreement, nothing herein shall affect the validity or scope of any solid waste and recycling Collection Franchise Agreement to which Richmond Sanitary Service, Inc. is a party.

2.4.2 Release of Claims

Upon the execution of the Agreement, the Contractor and the Authority agree that they shall release and discharge each other from all claims they each might otherwise have against the other with respect to the Authority's assertion that it has the contractual flow control right to receive and direct all Solid Waste and Recyclables Collected for the Term of this Agreement pursuant to the 1994 amendment to Franchise Agency Collection Franchise Agreements with the Franchised Collector for Franchise Agencies in the Authority jurisdictional area. Nothing herein is intended to or shall operate as a waiver with respect to such claims or any other claims. The release in this paragraph 2.4.2 is limited solely to claims between Contractor and Authority and does not extend or apply to any claims of Contractor or Franchise Agencies.

2.4.3 Environmental Review

Prior to the effectiveness of this Agreement, the Parties shall have satisfied all requirements for environmental review under the California Environmental Quality Act, to the extent that it applies to this Agreement.

2.4.4 Procurement Reimbursement

Contractor shall pay the Authority, as reimbursement for the Authority's actual cost of procuring and negotiating this Agreement, not to exceed one hundred thousand dollars (\$100,000). Such payment shall be made June 1, 2025 or upon the Effective Date of this Agreement whichever is later. Failure to timely make such payment may, in the Authority's sole discretion, constitute a default subject to the provisions of Article 7 of this Agreement.

2.4.5 Execution of Amendments for Collection Services

Do we need wording here?

ARTICLE 3 OBLIGATIONS OF THE AUTHORITY

3.1 Facility Designation

The Authority shall direct all Solid Waste Collected by Franchise Agencies' Franchised Collector to be delivered to the Approved Transfer Station and Disposed of at approved Landfill (Landfill) (except as necessitated by Section 4.12.1).

The Authority shall direct all Traditional and Specialty Recyclable Materials Collected by Franchise Agencies' Franchised Collector to be delivered to and Processed at the Approved Recycling Materials Processing Facility.

The Authority shall direct all Dry Material which is Collected separately from other Solid Waste by the Franchise Agencies' Franchised Collector to be delivered to and Processed at the Approved Dry Materials Processing Facility.

The Authority shall direct all Organic Materials Collected by Franchise Agencies' Franchised Collector to be delivered to and Processed at the Approved Organic Materials Processing Facility.

The Authority shall direct all Construction and Demolition (C&D) Materials Collected by Franchise Agencies' Franchised Collector to be delivered to and Processed at the Approved Construction and Demolition Materials Processing Facility.

3.2 No Tonnage Obligation or Limit on Waste Prevention

Neither the Authority nor the Franchise Agencies are obligated to deliver any minimum specified quantity of Solid Waste, Recyclable Materials, or Organic Materials to the Landfill or Approved Processing Facilities, but the Authority is obligated to deliver any and all such franchised Solid Waste, Recyclable Materials, Dry Materials, C&D Materials and Organic Materials to the Landfill or Approved Processing Facilities. The Authority currently operates programs intended to reduce the amount of Solid Waste for Landfill Disposal as well as to reduce the total amount of materials generated by the community. Nothing in this Agreement shall prevent, penalize, or impede, in any manner, the Authority in cooperation with the

Contractor, when necessary, from continuing and expanding these programs or developing new programs having the goal of reducing the amount of material generated within the Authority service area and managed under this Agreement. The Contractor shall have the right of first refusal for such activities which includes, without limitation, Niche Services. This right of first refusal shall not apply to studies, education, outreach, advertising, or other activities that do not involve the Processing, Transportation, Disposal, handling, or other disposition of materials covered by this Agreement.

ARTICLE 4 OBLIGATIONS OF CONTRACTOR

4.1 Scope of Services

4.1.1 Solid Waste Transfer and Transport

The Contractor shall receive the Solid Waste Collected under the Franchise Agency Collection Franchise Agreements and directed to the Approved Transfer Facility by the Authority. Contractor shall load Solid Waste into Transfer trailers in a manner that reasonably minimizes the volume of traffic between the Approved Transfer Facility and Landfill or Approved Processing Facility. Contractor shall safely and lawfully Transport all Solid Waste from the Approved Transfer Station to the Landfill or Approved Processing Facility.

4.1.2. Solid Waste Disposal

Contractor shall receive, accept, and safely and lawfully Dispose of at the Landfill, the Authority-directed Solid Waste delivered from the Approved Transfer Station in a manner that meets or exceeds all requirements of Applicable Law including, but not limited to, the Resource Conservation and Recovery Act (RCRA).

4.1.3. Recyclable Materials Processing

Contractor shall Process the Traditional Recyclable Materials Collected under the Collection Franchise Agreements for all Franchise Agencies. The Approved Recycling Materials Processing Facility shall separate the commingled Traditional Recyclable Materials into marketable commodity types, prepare those commodities for market, and market those commodities for sale. Under no circumstances may Contractor Dispose of any material Collected as Traditional Recyclable Material without first Processing such material in a manner that maximizes the Recovery of marketable commodities.

4.1.4. Dry Material Processing

Contractor shall receive the Dry Material Collected under the Collection Franchise Agreements at the Approved Transfer Facility and shall Transfer and Transport that Dry Material to the Approved Dry Materials Processing Facility. Upon receipt at the Approved Dry Materials Processing Facility, Contractor shall Process Dry Materials in a manner that recovers Recyclable Material and Organic Material constituents including use of fines generated in this processing as ADC. Contractor shall sort the Recovered materials into marketable commodity types, prepare those commodities for market, and market those commodities for sale. Contractor may meet and confer with the Authority should moisture content of Recyclable Materials become a problem, however, the Parties acknowledge that Contractor, as the Franchise Collector, has full control over the material that is included in this program.

4.1.5. Organic Materials and Organics Processing

Contractor shall receive, accept, and safely and lawfully Process the Organic Materials collected under the Franchise Agencies' Collection Franchise Agreements at the Approved Organic Materials Processing Facility. This Processing shall include, at a minimum, removing obvious contaminants, pre-processing (i.e., chip and grind), and Composting the Organic Materials. Organic Materials shall be converted to products for beneficial use including Compost and mulch.

Contractor shall provide Franchise Agencies with finished Compost and mulch products upon request at no additional charge to the Franchise Agency at the Contractor's Composting facility. Franchise Agency will provide transportation to and from Contractor's facility. This shall be limited annually to one percent (1%) of the annual Organic Materials Tonnage Collected from that Franchise Agency and delivered to the Approved Organic Materials Processing Facility.

Except as provided below for the closed West Contra Costa Sanitary Landfill (WCCSL), under no circumstances may Contractor use unprocessed Organic Materials covered by this Agreement for Alternative Daily Cover (ADC), intermediate cover, slope stabilization, erosion control, or any other purpose at an active landfill. Such uses may be permitted at the closed/inactive WCCSL, to the extent that such use prevents the importation of material to the site for that purpose.

4.1.6. Mixed Construction and Demolition Materials Processing

Contractor, in its capacity as the Franchised Collector for each of the Franchise Agencies, receives customer calls for roll-off Services. The Authority will work with Franchise Agencies periodically during the term of the Agreement to provide educational materials and outreach to construction contractors to inform them about the availability of the Franchise Collector's C&D recycling program. Contractor shall train all customer service representatives to identify C&D boxes when work orders are placed for service and to clearly identify the work order as a C&D service. All loads identified and/or placed as orders for service shall be delivered by Contractor, in its capacity as the Franchised Collector, to the Approved Construction and Demolition Processing Facility.

Contractor shall receive from any Franchise Agency's Franchised Collector and pre-Process all identified C&D loads to remove contaminants and large dimensional/non-sizeable material (e.g., very large diameter tree trunks) or wet material (e.g., saturated sheet rock). Contractor shall then Process the remainder of each load, using its mixed C&D sorting line or other processes in a manner that maximizes the Diversion of material from the Landfill. The sorting line shall be equipped and staffed with sorters in a manner adequate to consistently achieve an acceptable Diversion rate for the material from the Authority service area that is processed by this sorting line. Materials targeted for Diversion shall include, but are not necessarily limited to: porcelain, cardboard, green waste, untreated wood, ferrous and non-ferrous metals, concrete, brick, plastics, aggregate, wallboard, sheetrock, plaster, lath, asphalt, base rock, dirt/soil, shingles, and carpet/pad. The Parties acknowledge that a significant portion of the Diversion from this program is achieved by utilizing fines or unders from this process as ADC or other beneficial use at a Solid Waste Disposal site. In the event of a Change in Law eliminating or significantly reducing Diversion credit associated with Dry Material Processing or Mixed C&D Processing, the Parties shall meet and confer regarding appropriate modifications to the Diversion rate target defined herein.

4.1.7 Household Hazardous Waste Receiving, Processing and Disposal

Contractor shall contract with a vendor acceptable to the Authority for the operation of a permanent Household Hazardous Waste (HHW) drop-off facility that shall serve the Franchise Agencies including unincorporated communities within and adjacent to the Authority's service area, subject to the Household Hazardous Waste Program Agreement between the Authority, Contractor, and the County. The types of materials accepted as well as the days and hours of operation shall be determined and may be subject to change at any time by the Authority Board of Directors with input from the Contractor, subject to reasonable implementation lead time. The Contractor shall also provide a mobile collection service for residents at least 60 years old and for persons with disabilities. Nothing in this Agreement should be inferred as conferring third party beneficiary rights to such vendor and the Contractor shall have the right to replace such vendor at any time for convenience, subject to Authority approval of the replacement vendor. In order to comply with the Authority's and County's Household Hazardous Waste Elements (HHWE), the Authority, Contractor and County (if the County is not a voting member of the Authority) will agree on the types of materials accepted as well as the days and hours of operation the permanent Household Hazardous Waste (HHW) drop-off facility services provided under this agreement.

4.1.8 Recycling Coordinators

No later than December 1, 2026, and subject to the approval and execution of amendments to the Collection Franchises, the Contractor shall hire three (3) full time Sustainability Coordinators who shall be Contractor employees dedicated to work exclusively within the Authority service area.

During the process of recruiting and hiring for the individuals that shall fill these positions, the Contractor shall accept input from the Authority and Franchise Agencies regarding desirable qualifications of the selected candidates. At a minimum, the selected candidates: 1) should have at least two (2) years of experience in a similar capacity, ideally as a recycling coordinator whose responsibilities included interacting with the public (including, but not limited to, residents, businesses, and community groups) and public agencies; 2) should be experienced in the management and update of websites and the use of social media for educational and marketing purposes; 3) at least one of the selected candidates must be fluent in the predominant secondary language of the service area (such as Spanish); and, 4) at least one of the coordinators should have a communications, business/economic development, or professional outreach background.

In the event that either: (1) , the Contractor fails to hire the 3 (three) Sustainability Coordinators by November 1, 2026; or, (2) in the event that such a position is ever vacant, during the Term of the Agreement, for more than three (3) months after the employment relationship between the Contractor and the employee is terminated, regardless of the reason, the Authority may, at its sole discretion, engage a third party to perform the functions of the Recycling Coordinator until such time as the Contractor hires the required personnel. The cost of such consultant shall be paid by the Contractor. The reimbursement of such costs by the Contractor shall be limited to ten thousand eight hundred and thirty three dollars (\$10,833) per month (equivalent to one hundred thirty thousand dollars (\$130,000) per year) per coordinator that has to be replaced by the third party. The monthly and annual reimbursement rates described in this Section 4.1.8 will increase annually by the same percentage as the Material Specific portion of the Rate as defined in Section 5.3.2.

The general scope of the Sustainability Coordinators' duties includes those items identified and described in Exhibit 4.1.9 (Public Education and Outreach). The specific educational and outreach priorities and campaigns to be performed by the Sustainability Coordinators shall be defined cooperatively between the Contractor, the Sustainability Coordinators, and the Authority with input from Franchise Agencies. These priorities and campaigns shall be documented by the Sustainability Coordinator in an annual education and outreach plan (Annual Plan), including identifiable and measurable goals, to be presented to the Authority. The Authority and Franchise Agency staff shall be invited to provide comments on the Annual Plan. The Authority shall be responsible for reconciling any conflicting comments and making a formal request for changes to the Annual Plan.

4.1.9 Public Education

Beginning December 2013, the Contractor shall begin to provide the public education and outreach Services described in Exhibit 4.1.9, Public Education and Outreach. Contractor understands the significance and importance of public education and outreach activities in achieving the Authority's goal of 75% recycling by 2020. Contractor further understands the diverse demographic and socio-economic profile of the Authority's service area. Contractor shall conduct all public education and outreach activities in a manner that provides for education and outreach in the predominant secondary language in the Authority's service area. Contractor further understands the potential for an error in translation that may make education ineffective, offensive, or otherwise alienate certain cultural groups. As such, Contractor shall ensure such alternate language education is both linguistically and culturally appropriate to the community. The Authority shall review and approve all such public education materials prior to distribution.

4.1.10 Cooperation with RFP and Transition to Next Contractor

If applicable, before expiration or earlier termination of this Agreement, Contractor will take direction from the Authority Contract Manager and/or subsequent contractor to assist in an orderly transition of services from Contractor to Authority or subsequent contractor. In response to the Authority Contract Manager's direction including to gather data necessary for the preparation of an RFP for replacement services at the expiration or earlier termination of this Agreement, Contractor shall provide information and data consistent with the requirements of Section 8.14 of this Agreement.

4.1.11 Limitations to Scope

The scope of this Agreement does not include Solid Waste, Organic Materials, Recyclable Materials, C&D, and/or other materials generated in the Authority area that are not Collected by the Franchise Agencies' Franchised Collectors.

4.2 Permits

4.2.1 Securing Permits

Contractor shall obtain and maintain, at Contractor's sole cost, all Permits required under Applicable Law to perform Services and shall provide Services in compliance with such Permits. For the Landfill and the

Approved Processing Facilities owned by Contractor or an Affiliate, Contractor shall provide Authority copies of Permits for all of the Approved Processing Facilities and shall demonstrate compliance with the terms and conditions of Permits within ten (10) Calendar Days of request of Authority. In its Quarterly Report or more frequently, as necessary, Contractor shall inform Authority of Contractor's status of securing the issuance, revision, modification, extension or renewal of Permits that are necessary to affect compliance with the terms of this Agreement. Within ten (10) Calendar Days following Authority's request, Contractor shall provide the Authority with copies of any applications or other correspondence that the Contractor submits in connection with securing Permits.

4.2.2 Complying with Permits

Contractor shall comply with all Permits, including any mitigation measures related to the operation and maintenance of all of the Approved Processing Facilities at no additional cost to the Authority for current permit and fee structure at the time of the execution date of the Agreement. Contractor is solely responsible for paying any fines or penalties imposed for noncompliance with or Violation of Permits or failure to obtain Permits.

4.2.3 Hazardous Material Programs

All of the Approved Facilities and the Landfill shall maintain a Hazardous Waste screening, identification, and prevention protocol consistent with the Solid Waste Facility Permits for each. The Contractor shall not knowingly deliver or Process Hazardous Waste to or at any of the Approved Facilities or Landfill, with the exception of the Household Hazardous Waste Facility.

4.3 Facility Specifications

4.3.1 Landfill Disposal

Contractor shall provide Disposal Services at the Landfill in accordance with the Service standards described in Section 4.19 and the following Service specifications:

- (1) Operating, managing and maintaining the Solid Waste fill areas, including the placement, burying, and compaction of Solid Waste in the refuse fill areas; stockpiling, placement and compaction of daily cover, intermediate cover, and final cover; management of fill operations with regard to fill sequencing, side slopes configuration, and working face location and configuration;
- (2) Providing, operating and maintaining all equipment, rolling stock, and supplies necessary for operations, Closure, Post-Closure, and environmental monitoring;
- (3) Operating, maintaining, and managing leachate and landfill gas management systems, groundwater monitoring and management systems, storm water drainage and control systems, treatment facilities, buildings, on-site roadways, utilities, and any other required facility elements.
- (4) Accepting delivery of Solid Waste from the Approved Transfer Station, subject to the limitations of Section 4.5;

- (5) Operating and maintaining the scale house and scale system and weighing Solid Waste delivered from the Approved Transfer Station in accordance with Section 4.9;
- (6) Directing on-site traffic to appropriate unloading areas in accordance with Section 4.8 and providing a safe working environment for Landfill users, visitors, and employees including Sections 4.10 and 4.11; and,
- (7) Safely managing the Solid Waste accepted at the Landfill, including, but not limited to, meeting requirements of Section 4.11

4.3.2 Approved Processing Facilities

Contractor shall provide Processing services at the Approved Processing Facilities in accordance with the Service standards described in Section 4.19 and the following Service specifications:

- (1) Operating, managing, and maintaining the Processing areas;
- (2) Providing, operating and maintaining all equipment, rolling stock, and supplies necessary for operations and environmental monitoring;
- (3) Operating, maintaining, and managing storm water drainage and control systems, treatment facilities, buildings, on-site utilities, and any other required facility elements.
- (4) Accepting delivery of Recoverable materials Collected under the Collection Franchise Agreements, subject to the limitations of Section 4.5;
- (5) Operating and maintaining the scale house and scale system and weighing all material delivered under this Agreement in accordance with Section 4.9;
- (6) Directing on-site traffic to appropriate unloading areas in accordance with Section 4.8 and providing a safe working environment for facility users, visitors, and employees including Sections 4.10 and 4.11;
- (7) Safely managing the materials accepted at the Approved Recyclable Materials Processing Facility, including, but not limited to, meeting requirements of Section 4.11.

4.4 Ownership of Authority Materials

Once Solid Waste, Organic Materials, C&D Material, Dry Material, HHW, or Recyclable Material directed by the Authority is received and accepted by Contractor ownership and the right to possession of said materials shall Transfer directly from the Person delivering said materials to Contractor. Contractor may retain, Recycle, Process, Dispose of and otherwise use such Solid Waste, Organic Materials, C&D, Dry Materials, HHW, and Recyclable Materials in any lawful fashion or for any lawful purpose, except that Contractor may not Dispose of otherwise marketable Recyclable Materials or Organic Materials without the prior written approval of the Authority. This requirement for written approval excludes process Overs and process Residue.

Both benefits and Liabilities resulting from ownership and possession of Authority-directed materials shall accrue to Contractor with the exception that the annual City/County payments associated with California curbside redemption value (CRV) made by the California Department of Resources Recycling and Recovery (CalRecycle) shall accrue to the Franchise Agencies. The benefits and liabilities accruing to contractor shall include all scrap values, all California Redemption Value (CRV) payments (excepting City/County payments as described above), all Curbside Supplemental payments, all quality incentive payments, all Administrative fees, all Processing payments, and all program distributions of unspent program funds.

4.5 Rejection of Unpermitted Waste at Landfill

4.5.1 Inspection

Contractor shall use Standard Industry Practices to detect and reject Unpermitted Waste in a uniform manner and shall not knowingly accept Unpermitted Waste at the Approved Processing Facilities or Landfill. Contractor shall comply with the inspection procedure contained in its Permit requirements. Contractor shall promptly modify that procedure to reflect any changes in Permits or Applicable Law.

4.5.2 Unpermitted Wastes Handling and Costs

Contractor shall arrange for or provide handling, Transportation, and delivery of all Unpermitted Wastes detected at the Approved Processing Facilities or Landfill to a Recycling facility or Landfill permitted in accordance with Applicable Law. Contractor is solely responsible for making such arrangements or provisions and for all associated costs thereof, subject to the remedies available under Section 4.5.3 below.

4.5.3 Remedies for Rejected Materials

If Unpermitted Waste is delivered to the Landfill, Contractor shall be entitled to pursue whatever remedies, if any, it may have against Person(s) bringing that Unpermitted Waste to the Landfill. In no event shall the Authority or Franchise Agencies be required to bear the cost of the proper handling or remediation of Unpermitted Wastes which are delivered to the Landfill.

4.6 Approved Facility and HHW Facility Days and Hours of Operation

4.6.1 Facilities Hours of Operation

Contractor will coordinate the hours of operation of the Approved Facilities to receive Solid Waste, Organic Material, C&D Material, and Recyclable Material from the Franchised Hauler from the Authority service area.

4.6.2 Approved HHW Facility Hours of Operation

The Approved HHW Facility hours of operation are determined by mutual consent by the Authority's Board of Directors and the Contractor and may be modified, by mutual consent, at any time during this Agreement, following sixty (60) days advanced notification and adjustment of Rates to reflect the cost of increased days and hours of service. The Authority Board of Directors has the right to reduce the future

hours of HHW operations for cost control measures. The Contractor will not unreasonably withhold consent for such cost control measures.

4.7 Equipment and Supplies

Contractor shall provide all rolling stock, stationary equipment, material storage containers, spare parts, maintenance supplies, and other consumables as appropriate and necessary to operate the Approved Processing Facilities and Landfill. Contractor shall place the equipment in the charge of competent operators. Contractor shall repair and maintain all equipment at its own cost and expense.

4.8 Traffic Control and Direction

Contractor shall construct and maintain all paved areas on Contractor's property that are required to Transport Authority's Solid Waste, Recyclable Materials, and Organic Materials from the scale house at each of the Approved Processing Facilities to the point of unloading at the each of the Approved Processing Facilities. Contractor shall direct on-site traffic to appropriate unloading areas and provide a safe working environment for all of the Approved Processing Facilities and Landfill users, visitors, and employees. Contractor shall provide necessary signs and personnel to assist drivers to proper unloading areas. Contractor shall maintain all signs at all of the Approved Processing Facilities and Landfill in a clean and readable condition. The Contractor shall provide and maintain signs for the convenience of vehicles using the Approved Processing Facilities and Landfill to facilitate safe and efficient traffic flow.

4.9 Scale Operation

4.9.1 Maintenance and Operation

Contractor shall maintain at least two (2) State-certified motor vehicle scales at the Landfill and at least one (1) State-certified motor vehicle scale at each of the Approved Processing Facilities in accordance with Applicable Law. Contractor shall provide documentary evidence of such certification within ten (10) Calendar Days of Authority's request. Contractor shall link all scales at each Approved Processing Facility and Landfill to a centralized computer recording and billing system and account for tracking all incoming material by jurisdictions of origin and outgoing materials by destination. Contractor shall operate those scales during the Approved Processing Facility receiving hours. Contractor shall provide the Authority with system generated original reports that does not contain proprietary confidential information.

4.9.2 Vehicle Tare Weights

Contractor shall promptly weigh the vehicle and determine its unloaded ("tare") weight(s). Contractor shall record tare weight, hauler name, vehicle type (e.g. front-loader, transfer truck/trailer, side-loader, etc.) and vehicle identification number for each and every vehicle with a stored tare weight in Contractor's computer system. Within ten (10) Working Days of weighing, Contractor shall provide the Authority with a report listing vehicle tare weight information. Contractor shall have the right to request re-determination of tare weights of vehicles twice each Calendar Year. If there is reasonable suspicion or evidence that tare weights are not accurate, Authority may, at any time and without limitation, request re-determination of tare weights, in which case Contractor shall promptly re-determine tare weights for

requested vehicles. Contractor may update tare weights, at its own initiative or at the request of the Authority, more frequently. This provision shall apply to all vehicles used to deliver materials to each of the Approved Processing Facilities and Landfill.

4.9.3 Substitute Scales

If any facility scale is inoperable, being tested, or otherwise unavailable, Contractor shall use Reasonable Business Efforts to weigh vehicles on the remaining operating scale. To the extent that all the scales are inoperable, being tested, or otherwise unavailable, Contractor shall substitute portable scales until the permanent scales are replaced or repaired. Contractor shall arrange for any inoperable scale to be repaired as soon as possible and, in any event, within five (5) Working Days of the failure of the permanent scale. If repairs to the permanent scale are projected to take more than twelve (12) hours, Contractor shall immediately obtain a temporary substitute scales(s).

4.9.4 Estimates

Pending substitution of portable scales or during power outages at any Approved Processing Facility or the Landfill, Contractor shall estimate the Tonnage of the material delivered to the Approved Processing Facility by utilizing the arithmetic average of each vehicle's recorded Tons of the subject material delivered on its preceding three (3) deliveries, on the same day of the week, to the respective facility.

All information required by Section 4.9.7 shall continue to be recorded for each delivery to the Landfill or the Approved Processing Facilities during any period the scales are out of service.

4.9.5 Testing

Contractor shall test and calibrate all scales in accordance with Applicable Law, but at least every twelve (12) months or upon Authority request.

4.9.6 Weighing Standards and Procedures

Contractor shall weigh and record inbound weights of all vehicles delivering materials to the Approved Processing Facilities and Landfill when the vehicles arrive and weigh and record outbound weights of vehicles for which Contractor does not maintain tare weight information. Contractor shall provide each driver a receipt showing the date, time, origin, quantity (i.e. tons or yards), and material type that the vehicle delivered to the Approved Processing Facility or Landfill.

4.9.7 Scale Records

Contractor shall maintain scale Records and reports that provide information including date of receipt, inbound time, inbound and outbound weights of vehicles, vehicle identification number, jurisdiction of origin of materials received, type of material, hauler identification and/or classification, type, weight, and destination of material. Contractor acknowledges that the weights recorded in its scale system(s) form the basis for Contractor's compensation under this Agreement and therefore shall be subject to full disclosure to the Authority at all reasonable times.

4.10 Personnel

Contractor shall engage and train qualified and competent employees, including managerial, supervisory, clerical, maintenance, and operating personnel, in numbers necessary and sufficient for operation of the Approved Processing Facilities and Landfill and to perform the Services required by this Agreement.

4.11 Safety

The Contractor shall conduct the operations of all of the Approved Processing Facilities and Landfill in a safe manner, in accordance with Applicable Law and insurance requirements provided in Article 6.

4.12 Alternative Facilities

If Contractor does not receive the materials at the Approved Processing Facilities or Landfill for reasons other than Uncontrollable Circumstances then, following Authority approval given in the Authority's sole discretion, Contractor shall: (i) accept the Authority's materials at another similarly-capable processing facility or landfill owned by it or an Affiliate; or, (ii) arrange for the Authority's material to be Processed or Disposed of at another similarly-capable processing facility or landfill not Owned by it or an Affiliate. In either case, Contractor shall provide service through these alternate facilities at no additional cost. If the Authority does not approve Contractor's first choice of an alternate processing facility or landfill, Contractor shall have ten (10) Working Days to arrange for different alternate facilities. If Authority rejects such alternate facilities based on reasonable public policy, environmental, or business concerns, and Contractor proceeds to deliver such materials to the alternate facility(ies), then the Authority may terminate this Agreement in accordance with Section 7.2.

If Contractor does not receive the materials at the Approved Processing Facilities or Landfill due to Uncontrollable Circumstances, Contractor shall, to the extent it is legally able to do so in accordance with Applicable Law, accept materials at another similarly-capable processing facility or landfill owned by it or an Affiliate at no additional cost. If Contractor is unable to provide service through alternative facilities owned by it or an Affiliate as a result of Uncontrollable Circumstances and such condition persists for a period of five (5) or more Working Days, the Authority may, at its sole discretion, terminate this Agreement in accordance with Section 7.2.

4.13 Invoicing

For all Franchised Collectors except Richmond Sanitary Service (Richmond Sanitary Service is expressly exempt from this provision) on or before the tenth Working Day of each month, Contractor shall invoice or otherwise charge the Franchise Agencies' Franchised Collectors in amounts equal to the Rate multiplied by Tons of the Authority's Solid Waste, Organic Materials, C&D Materials, Dry Materials and Recyclable Materials delivered by Franchised Collectors to the Landfill and Approved Processing Facilities during the previous month. Copies of such invoices shall be provided to the Authority at the same time as they are provided to the Franchised Collector. Invoices shall be in a form satisfactory to the Authority and shall, at a minimum, separately list by material type the associated Tonnage, applied Rate, and number of loads received. The Authority shall have no obligation for payment of such invoices as the Franchised Collectors are authorized to collect from Customers the compensation provided for herein.

4.14 Quarterly and Annual Reports

Records shall be maintained in forms and by methods that facilitate flexible use of data contained in them to structure reports, as needed. This format may be changed upon the request of the Authority Contract Manager in consultation with Contractor. Reports are intended to compile recorded data into useful forms of information that can be used to, among other things:

- Determine and set rates and evaluate the financial efficacy of operations;
- Evaluate past and expected progress towards achieving goals and objectives;
- Determine needs for adjustment to programs; and,
- Evaluate services.

Quarterly reports shall be submitted within thirty five (35) calendar days after the end of the report quarter. The Contractor shall also submit an annual report containing a summary of all the details described below for the entire Calendar Year. Annual reports shall be submitted before March 31 following the reporting year. All reports shall be submitted to and in a format acceptable to the Authority Contract Manager via email with hardcopy provided upon request.

4.14.1 Quarterly Reports

Contractor shall include in the Quarterly Report, at a minimum, the number of loads and tons, by material type and by month, handled under this Agreement. Reports shall be organized to separately report material received from each jurisdiction, between Customer (e.g. Residential, Commercial, or Industrial) or Collection (e.g., side-loader, front-loader, roll-off) types, material types, and facilities. Recycling Tonnage reports shall characterize the material Processed and marketed; using facility-wide averages where impractical to separately characterize material from the Authority service area, and document the residue rates. Supporting documentation shall be provided using unaltered, system-generated formats, upon request by the Authority Contract Manager.

Quarterly reports shall present information on a monthly basis, by Franchise Agency and by sector (i.e. residential, multi-family, commercial, roll-off) and, at a minimum, include:

1. The number of loads and tons, by line of business (as identified in Sections 4.1.1 through 4.1.7), handled under this Agreement. This information shall be presented on both an inbound (i.e. collection vehicles) and outbound (i.e. transfer vehicles, commodities shipped, etc.) basis.
2. Number of new Customers, by service type and service level.
3. Transfer Station diversion report by commodity.
4. Landfill diversion report by commodity.
5. Processing Facility report regarding Composted or Processed product by commodity.
6. Special clean-up event tonnage Collected, Disposed and Recycled.
7. E-Waste and Bulky Items including number of collection events and units or tonnage by material type.

4.14.2 Annual Report

The Annual Report shall include:

1. Service Level and Allocation Report. Contractor shall provide the number of Customers subscribing to each collection service level authorized in the Franchise Agency Collection Franchises on the last day of each month of the report year. Contractor shall provide the basis for allocating tonnage in vehicles that serve multiple Franchise Agencies. The truck tonnage allocation shall include a list of vehicles, their assigned routes, and a description of how tonnage is allocated to each Franchise Agency.
2. Gross billings of the Rate authorized under this Agreement, reported by sector.
3. Status report on applications for renewals of existing permits or any new permits which may be required to continue operations at the Transfer Station, MRF, Processing Facility, or Disposal Site within existing permitted areas.
4. Listing of all trucks that have received a revised stored tare weight at any Approved Facility or Landfill during the preceding quarter. The listing shall including the date the revised tare weight was established, truck number, license plate number, prior stored tare weight, revised stored tare weight, and a brief explanation of any significant variance.

4.15 Change in Applicable Law Affecting Rates

Contractor acknowledges that waste management is fundamental to the protection of the public health, safety, and the well-being of those within the Authority's service area. Contractor agrees that it shall exercise due diligence in performing the Services described herein.

In the event of a Change in Law or a new judicial interpretation of Applicable Law, including, but not limited to, Articles XIII C and D of the California Constitution by which a court of competent jurisdiction sets aside, invalidate, or stays any portion of the Rates approved by Authority in accordance with this Agreement, the parties desire to establish a process by which services may be provided under alternative or revised rate structures, as follows. Contractor agrees to meet and confer with Authority to discuss the impact of such Change in Law on either Party's ability to perform under this Agreement. Contractor agrees to continue to perform the Services on an interim basis as otherwise set forth herein, and Authority and/or Contractor may take such other and/or urgency actions necessary to facilitate Contractor's continuation of Services, while the Parties meet and confer to discuss the impact of such change. In no event shall the interim period during which Contractor agrees to continue to perform the Services last longer than ninety (90) days.

Nothing herein is intended to imply that California Constitution Articles XIII(C) or (D) apply to the Rates established for Services provided under this Agreement. The foregoing paragraphs are merely intended as a contractual allocation of risks between the Parties.

This Section shall survive the expiration or earlier termination of this Agreement and shall not be construed as a waiver of rights by Authority to contribution or indemnity from third parties.

This provision is intended to be consistent with and limited by California Public Resources Code Section 40059.2.

4.16 Closure and Post-Closure of Landfill

Contractor shall safely operate, maintain, and manage (including fulfillment of State funding requirements) the Landfill in compliance with Applicable Law not only during the Term but also thereafter until and during the Landfill Closure and Post-Closure period(s). Contractor is solely responsible, operationally and financially, for: (i) The appropriate Closure and Post-Closure activities of the Landfill; and, (ii) The establishment and funding of any reserve funds required by Applicable Law for the purposes of providing funds for the payment of costs of Closure of the Landfill (or any cell within the Landfill) or Post-Closure activities relating to the Landfill.

Contractor shall not hold the Authority or Franchise Agencies responsible for paying any deficiencies in required reserves. In addition, Contractor shall not hold the Authority or Franchise Agencies responsible for making any payments if actual Closure and Post-Closure costs relating to the Landfill exceed the amounts reserved by the Contractor for that purpose. This obligation survives expiration or termination of this Agreement.

4.17 Right to Enter Facility and Observe Operations

The Authority Contract Manager may enter, observe, and inspect any of the Approved Processing Facilities and/or Landfill during operations; may request to conduct studies or surveys of the Approved Processing Facilities and/or Landfill; meet with the Approved Processing Facility and/or Landfill manager(s) or his or her representatives at any reasonable time, provided that the Authority Contract Manager and its representatives comply with Contractor's reasonable safety and security rules and do not interfere with the work of the Contractor.

If the Contractor representative or facility manager is not at the Approved Processing Facility or Landfill when the Authority Contract Manager visits without prior announcement, Contractor shall arrange for the Authority Contract Manager to return for a visit of the complete facility within forty-eight (48) hours of the original visit.

Upon Authority Contract Manager's request, Contractor shall make personnel available to accompany Authority Contract Manager on inspections. Contractor shall ensure that its employees cooperate with the Authority and respond to the Authority's reasonable inquiries. Contractor shall facilitate similar observation and inspection at Approved Processing Facilities owned by it or an Affiliate upon Authority request and within ten (10) Working Days of receiving such request.

4.18 Provision of Emergency Services

Subject to Permit restrictions, Contractor shall provide emergency services, as set forth in this Section, at the Authority's request in the event of major accidents, disruptions, or natural calamities. Contractor shall provide emergency services within twenty-four hours (24) of Authority oral notice followed by Notice or as soon thereafter as is reasonably practical in light of the circumstances. Emergency services that

exceed the Contractor's obligations under this Agreement include extending facility receiving hours and increasing the types and quantities of permitted materials accepted at any of the Approved Processing Facilities and Landfill, if applicable.

Contractor shall be paid for its direct costs, plus a net profit not to exceed fifteen percent (15%) of the total payment to Contractor, in providing emergency services. Contractor may also request reimbursement of any indirect costs which Contractor can demonstrate, to the satisfaction of the Authority, are: i) directly required for or beneficial to the provision of emergency services; and/or, ii) otherwise allowable and expected as reimbursement from an emergency management agency including, but not limited to, the Federal Emergency Management Agency. The Authority shall not unreasonably withhold consent to reimbursement of such indirect costs. Contractor shall document all such costs in an invoice to the Authority. The Authority shall consider and conduct all necessary investigations to assure the appropriateness of the costs and shall endeavor to do so in as prompt a fashion as is accommodated by the conditions. Contractor shall cooperate fully with Authority's review, providing any documents the Authority Contract Manager deems necessary in the review. Once Authority is satisfied that all charges are reasonable and appropriate, Authority shall pay Contractor the approved amount within thirty (30) days.

4.19 Service Standards

Contractor shall perform Services in accordance with Applicable Laws and regulations, Standard Industry Practice, due diligence and specification, and other requirements of this Agreement.

4.20 Modifications to Scope of Service

4.20.1 General

Authority may request and Contractor shall perform additional services (including Niche and non-Niche Services) for which it is qualified and permitted. Contractor may propose to the Authority modifications to the scope of services for which Contractor believes the Parties shall jointly benefit. Contractor may use subcontractors to perform the services (Niche and non-Niche Services), subject to the Authority's approval of such subcontractor, which shall not be unreasonably withheld. The respective Rate for service shall be increased or decreased, in accordance with this Section, to give effect to these adjustments.

4.20.2 Proposal for Modification of Services

Within ninety (90) Calendar Days of Authority request for a proposal, Contractor shall present its proposal to modify existing Services. At a minimum, the proposal shall contain a complete description of the following:

- (1) Methodology to be employed (including, but not limited to, changes to equipment, manpower, and staffing);
- (2) Equipment to be utilized (including, but not limited to, equipment number, types, capacity, and age);

- (3) Labor requirements (changes in number of employees by classification);
- (4) Provision for program publicity/education/marketing (if appropriate);
- (5) Estimate of the impact of the Service modification (including, but not limited to, increased Diversion Tonnage, reduced costs, and increased public service); and,
- (6) Contractor shall receive the then-current Rate, net of any avoided Governmental Fees applicable to disposal of such material or offsets from any grants (or other similar funding), as compensation for any Niche or non-Niche Services performed in response to a modification of service under this Section 4.20.

4.20.3 Authority's Review

If the Authority does not review and comment on, and approve or disapprove of the modification to the scope of Services within ninety (90) Calendar Days of receiving the Contractor's proposal, the proposal shall be deemed disapproved. The Authority and Contractor may mutually agree to extend the time period for review due to the complexity of the scope of Service modification under consideration, the time needed for the review or approval, or for other reasonable reasons.

The Authority may request the assistance of an independent third party to review the proposal. The Contractor shall pay the reasonable costs of that review if the modification to the scope of Services is initiated by the Contractor and such review is reasonably necessary, as determined by the Authority Contract Manager. The Authority shall pay those costs if the modification to the scope of Services is initiated by the Authority. The cost of that review shall be estimated in advance of the work, and provided to the Contractor for comment and agreement to pay. Contractor's refusal to pay the reasonable cost of review of a Contractor-initiated proposal shall be grounds for Authority rejection of that proposal.

Contractor shall promptly provide operating and business Records requested by the Authority that are reasonably required to verify the reasonableness and accuracy of the impacts associated with a modification to the scope of Services. Contractor shall fully cooperate with the Authority's request and provide Authority and its agent(s) copies of or access to Contractor's Records.

4.20.4 Approval of Modification to Scope of Services

Upon Authority approval or determination, Authority shall issue a notice approving the modification to the scope of Service and documenting any change to the Rate, and approved change to Contractor's obligations hereunder. The Parties shall prepare a written amendment to the Agreement documenting any and all changes resulting from the modification to the scope of Services. No adjustment in Rates, change in Contractor's obligations, or change in scope of Services shall become effective absent that Authority approval or determination.

4.20.5 Authority's Remedies

If Contractor and Authority cannot agree in good faith on terms and conditions of Contractor providing new Services within sixty (60) Calendar Days from the end of the Authority's review period described in Section 4.20.3:

1) In the event that the subject services are: (a) not Niche Services; and/or, (b) the Authority desires to have Contractor provide the requested new/additional services, the Authority and Contractor agree to binding Arbitration limited to the remaining disputed issues that were identified in the 60-day period ; or,

2) In the event that the subject services are Niche Services, the Authority may permit Persons other than Contractor to provide those Niche Services at a location other than the Approved Processing Facilities and Landfill only after Parties have exhausted the requirements of Sections: 3.2, 4.20.5(1) and 4.20.2(6)

4.21 Annual Review of (a) Disposed Pounds per Day per Person, and (b) SB1383 Compliance Metrics

The Authority and Contractor agree that the common goal of the Parties for this Agreement is to facilitate the local achievement of the State's fifty percent (50%) recycling mandate and for the Member Agencies to consistently achieve full compliance with SB1383 mandates.

In January of each year during the Term, Authority and Contractor shall meet to review the current level of recycling (as measured by CalRecycle) being achieved within the Authority's service area. The Franchise Agencies' staff and Franchise Collectors management shall also be invited to the meetings. These meetings shall be called "Annual Review Meetings." One (1) week prior to each Recycling Goal Meeting, each Party shall provide the other with its assessment of the progress and performance towards achieving the fifty percent (50%) recycling goal in PPD terms. The Parties shall meet to discuss their respective assessments and to cooperatively develop recommendations for improvements or modernizations of programs, services, or the methods for providing them. The objective of the Parties during these meetings shall be to identify continuous improvement opportunities and formulate recommendations for implementing them within the existing cost structure of the Agreement and Franchise Agency Collection Franchises.

The Authority Contract Manager and Contractor shall jointly develop a report to the Authority Board of Directors advising the Board of Directors on the progress towards the diversion goal. In the event that the Authority Contract Manager and Contractor are not in agreement about certain findings or recommendations, each Party may submit their own, separate report specific to those issues. The Authority Board of Directors shall review the report(s) at their April meeting in each year that a Recycling Goal Meeting occurs and shall determine whether to proceed with Option A or Option B below.

A. If Contractor's existing Recycling and Processing programs are on schedule towards achieving the seventy-five percent (75%) recycling rate, or have achieved and have maintained seventy-five percent (75%) recycling rate, Contractor shall continue to operate its existing Recycling and Processing programs throughout Authority's service area. Notwithstanding the foregoing, the parties shall still hold and attend

the triennial Recycling Goal Meetings to discuss Contractor's programs, including but not limited to the feasibility of increasing the rate of recycling within the Authority's service area beyond seventy-five percent (75%).

B. If Contractor's existing Recycling and Processing programs are not on schedule towards achieving seventy-five percent (75%) recycling rate, then within ninety (90) days after the Authority Board of Directors meeting to consider the report, the Authority shall conduct a performance review of the Contractor to determine whether programs and Services required under this agreement have been fully implemented in good faith by the Contractor. Contractor shall fully cooperate with such performance review including providing information and making management available for interviews with the Authority's staff or agents.

i. In the event that the Authority Board of Directors concludes that Contractor has failed to fully implement programs in good faith, at a minimum, the frequency of the Recycling Goal Meetings shall be annual until the plan has been fully implemented.

ii. In the event that the Authority Board of Directors conclude that Contractor has fully implemented programs in good faith, the Authority may request and Contractor shall develop and propose to Authority a plan for new or modified Recycling and Processing programs that are designed to achieve the seventy-five percent (75%) recycling rate in the most reasonable, cost-effective, and expedient manner possible. Contractor's proposal should identify any elements of the program that Contractor believes would impact the Franchise Agencies' agreements with the Franchised Collector(s). The Parties will review such a plan consistent with the requirements of Section 4.20 of this Agreement.

The parties agree that the 75% goal is a target and not a contractually required or guaranteed recycling rate put forth by Contractor as part of this Agreement. The intent of the performance review referenced in Subsection 4.21.B shall be to determine whether Contractor has made good faith efforts to implement the programs and services outlined in this Agreement.

ARTICLE 5 CONTRACTOR COMPENSATION

5.1 General

The Contractor shall perform and pay all costs associated with all of its obligations, responsibilities, and duties under this Agreement. In consideration of its performance of these duties, the Contractor may charge and collect the Post Collection Rate for the Services provided under this Agreement from the Franchise Agencies' Franchised Collectors. This shall be the Contractor's only compensation allowed under this Agreement. Nothing in this Agreement should imply that the Authority or Franchise Agencies have any direct obligation to make payments to Contractor for services provided under this Agreement.

5.2 Initial Rate

5.2.1 General

The Contractor's initial compensation shall be a blended per-Ton Rate that is charged to the Franchise Agencies' Franchised Collectors on all Tons of material, regardless of type, delivered by these Franchised Collectors to the Contractor. The Rate that forms the basis of Contractor's compensation under this Agreement shall include:

- 1) The "material specific" portion of the Rate which is to compensate Contractor for the services provided under Sections 4.1.1 through 4.1.6 of this Agreement;
- 2) The "HHW" portion of the Rate which is to compensate Contractor for the services provided under Section 4.1.7 of this Agreement;
- 3) The "Authority" portion of the Rate which is to compensate Contractor for its payment of the Authority's operating expenses;
- 4) The "Recycling Rebate" portion of the Rate which confers the value of the Recyclable Materials Processed under this Agreement to the Franchise Agencies' rate payers; and
- 5) The "Governmental Fee" portion of the Rate which is to compensate Contractor for fees required by various regulatory agencies related to the use of the Landfill and Approved Facilities.
- 6) The "Compliance Fund" portion of the Rate which is to be a restricted fund to be used to pay for ab1826 and sb1383 programs.

5.2.2 Material Specific Portion of the Rate

The initial "material specific" portion of the Rate shall be based on Contractor's calendar year 2026 annual proposed cost of service, less the initial cost of governmental fees, as described in Section 5.2.6.

The material specific portion of the initial Rate net of governmental fees shall equal x per ton which is calculated as follows:

- a) Eight million seven hundred ninety six thousand five hundred twenty four dollars and thirty six cents (\$8,796,500.36);
- b) Divided by the total annual Tonnage of all material types in the Franchise Agencies for which Richmond Sanitary Service is the Franchised Collector, which is stipulated by the Parties for the purposes of the initial Rate setting at one hundred twenty six thousand four hundred thirty four (126,434) tons per year; and,
- c) Rounded to the nearest penny.

5.2.3 HHW Portion of the Rate

The initial "HHW" portion of the Rate shall be based on the Parties jointly-estimated calendar year 2026 annual proposed cost of service.

The HHW portion of the initial Rate shall equal x per ton which is calculated as follows:

- a) Seven hundred twenty seven thousand eight hundred seventy seven dollars (\$727,877);
- b) Divided by the total annual Tonnage of all material types in the Franchise Agencies for which Richmond Sanitary Service is the Franchised Collector, which is stipulated by the Parties for the purposes of the initial Rate setting at one hundred twenty six thousand four hundred thirty four (126,434) tons per year; and,
- c) Rounded to the nearest penny.

5.2.4 Authority Portion of the Rate

The initial "Authority" portion of the Rate shall be based on the Authority's estimated calendar year 2025 annual proposed revenue requirement of x.

The Authority portion of the initial Rate shall equal x per ton which is calculated as follows:

- a) Nine hundred twenty thousand thirty one dollars (\$920,031);
- b) Divided by the total annual Tonnage of all material types in the Franchise Agencies for which Richmond Sanitary Service is the Franchised Collector, which is stipulated by the Parties for the purposes of the initial Rate setting at one hundred twenty six thousand four hundred thirty four (126,434) tons per year; and,
- c) Rounded to the nearest penny.

5.2.5 Recycling Rebate Portion of the Rate

The initial "Recycling Rebate" portion of the Rate shall be based on the Contractor's proposed calendar year 2014 annual proposed rebate value of seven hundred twenty two thousand three hundred twenty

dollars (\$722,320). This estimate is based upon a rebate value of forty dollars (\$40) per ton of Traditional Recyclable Materials and not Specialty Recyclable Materials received under this Agreement, multiplied by the Parties agreed-upon estimated annual tonnage of eighteen thousand fifty-eight (18,058). The initial recycling rebate shall be used in the establishment of Rates for Calendar Years 2025. The Recycling Rebate shall only be used in calculating the Rate charged to Richmond Sanitary Service for the Franchise Agencies where they are the Franchised Collector.

The Recycling Rebate portion of the initial Rate shall equal negative x per ton which is calculated as follows:

- a) Negative seven hundred twenty two thousand three hundred twenty dollars (\$722,320);
- b) Divided by the total annual Tonnage of all material types in the Franchise Agencies for which Richmond Sanitary Service is the Franchised Collector, which is stipulated by the Parties for the purposes of the initial Rate setting at one hundred twenty six thousand four hundred thirty four (126,434) tons per year; and,
- c) Rounded to the nearest penny.

5.2.6 Governmental Fee Portion of the Rate

The initial "Governmental Fee" portion of the Rate shall be based on the governmental fees in place at the execution of this Agreement (as presented in the below table) and the stipulated basis for extrapolating those fees to annual costs, as described herein.

| Fee Description | Fee Amount (per ton) | Stipulated Basis (tons) | Annual Fee Amount | Material Type |
|---|----------------------|-------------------------|-------------------|----------------------|
| Local Enforcement Agency – Golden Bear Transfer Station & West Contra Costa Sanitary Landfill | \$ 1.75 | 88,334 | \$ 154,584.50 | Solid Waste |
| City of Richmond Franchise Fee | \$ 1.50 | 88,334 | \$ 132,501.00 | Solid Waste Disposed |
| Host Mitigation Fees (IRRF) | \$ 3.38 | 18,058 | \$ 62,661.26 | All Tons |
| Host Mitigation Fees (APPROVED TRANSFER FACILITY) | \$ 3.38 | 88,334 | \$ 306,518.98 | Solid Waste Disposed |

| | | | | |
|---|-------------------------------------|--|---------------|--|
| West Contra Costa Sanitary Landfill Recycling Fee – paid on all Processed Materials | \$ 0.91 | 20,042 | \$ 18,639.06 | Processed Material (for example C&D, organics, etc.) |
| Contra Costa County Solid Waste Fee (AB 939 at KCLF) | \$ 0.15 | 88,334 | \$ 13,250.10 | Solid Waste Disposed |
| AB 1220 Integrated Waste Management Fee at KCLF | \$ 1.40 | 88,334 | \$ 123,667.60 | Solid Waste Disposed |
| Contra Costa Bailey Road Surcharge (KCLF) | \$ 0.68 | 88,334 | \$ 60,067.12 | Solid Waste Disposed |
| Bailey Road Charge (KCLF) | \$ 0.32 | 88,334 | \$ 28,266.88 | Solid Waste Disposed |
| Contra Costa County Landfill Surcharge (KCLF) | 25% of Gate Rate, net of taxes/fees | 88,334 \$34.50 minus per ton fees X 0.25 / 1.25 | \$ 564,454.26 | Calculation |

Note:

- 1) Chart estimates Governmental Fees by material type and Facility based on the SOI estimated tons.
- 2) Host Mitigation Fees and the West Contra Costa Sanitary Landfill Recycling Fee are adjusted annually and adjusted fee amounts go into effect on January 1 of each year

The Governmental Fee portion of the initial Rate shall equal x per ton which is calculated as follows:

- a) One million four hundred fifty four thousand six hundred thirty four dollars and sixty four cents (\$1,454,634.64);
- b) Divided by the total annual Tonnage of all material types in the Franchise Agencies for which Richmond Sanitary Service is the Franchised Collector, which is stipulated by the Parties for the purposes of the initial Rate setting at one hundred twenty six thousand four hundred thirty four (126,434) tons per year; and,
- c) Rounded to the nearest penny.

5.2.7 Calculation of the Initial Rate

The initial Rate for the Franchise Agencies where Richmond Sanitary Service acts as the Franchised Collector shall be x per ton, which is calculated by adding the Material Specific, HHW, Authority, Recycling Rebate, and Governmental Fee portions of the Rate together.

5.3 Annual Adjustments to the Rate

5.3.1 General

The Rates for the first Rate Year ending December 31, 2025, are deemed established by the Parties mutual execution of this Agreement with no further action required. Unless and until the initial Rates set forth in Section 5.2 are adjusted by the Authority, the Contractor shall provide the Services required by this Agreement, charging no more and no less than the Rates authorized herein. No adjustment to the Rates shall be valid until the Authority Board of Directors takes official action in the form of a written resolution to adopt adjusted Rates. The Authority shall be responsible for considering annual adjustments to the Rate charged under this Agreement in a manner consistent with the requirements of this Section 5.3.

Contractor shall submit its preliminary request for the adjustment of the Rate no later than September 1 of each Calendar Year for the Rate effective January 1 of the following Calendar Year. The request shall be submitted in a format acceptable to the Authority Contract Manager. Contractor's request for the adjustment of the Rate shall document all calculations and include all supporting schedules, documentation of changes to Governmental Fees, and any other documentation or evidence determined by the Authority Contract Manager to be reasonably necessary to ensure that the calculation of the Rate adjustments has been performed in strict conformance to the requirements of this Section 5.3.

The Authority's Board of Directors shall approve the Rate adjustment at its regularly-scheduled November meeting each year. If the adjustment to Rates cannot be considered and approved at that meeting due to a delay caused solely by the Authority, the Authority shall allow the Contractor to retroactively bill customers for the amount of the adjustment to the Rate for any period of said delay that is caused by the Authority. If the adjustment to Rates cannot be considered and approved at that meeting due to a delay caused in whole by Contractor's delay in submitting the request in a complete and accurate form, then prior Rates remain in effect until such adjustment is made and Contractor shall not be entitled to any revenue lost because of the delay.

5.3.2 Adjustment to Material Specific Portion of the Rate

The material-specific portion of the Rate shall be adjusted annually, based on eighty-five percent (85%) of the average monthly change in the San Francisco-San Jose-Oakland All Urban Consumers CPI. The average monthly change shall be calculated by averaging the percentage change in the index values for the most recent July through June, compared to the values for the same month one year prior.

For example, the average monthly change, using the fictional values presented in the table below, would equal one and sixteen hundredths percent (1.16%) and eighty-five percent (85%) of the average monthly change would equal ninety eight hundredths of a percent (0.98%).

| | Jul | Aug | Sep | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun |
|---------------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| 2011/ 2012 | 123.9 | 124.7 | 125.1 | 125.3 | 124.8 | 125.5 | 123.2 | 122.9 | 124.3 | 123.8 | 124.4 | 124.6 |
| 2012/ 2013 | 124.8 | 126.1 | 127.2 | 127.4 | 126.8 | 127.1 | 124.5 | 125.2 | 125.9 | 124.2 | 125.1 | 125.5 |
| % Chg | 0.73% | 1.12% | 1.68% | 1.68% | 1.60% | 1.27% | 1.06% | 1.87% | 1.29% | 0.32% | 0.56% | 0.72% |

When applied to the material specific portion of the initial Rate, this example would result in a revised material-specific portion of the Rate of seventy dollars and fifty three cents (\$70.53) per ton.

The maximum adjustment due to an increase in CPI to the material-specific portion of the blended Rate shall be four percent (4%) in each year of the Agreement; however, in the event that eighty-five percent (85%) of the average monthly change in the CPI exceeds four percent (4%) the Contractor shall be allowed to carryover the amount that exceeds four percent (4%) to the following Rate Year, provided that doing so does not cause the Rate adjustment for that following Rate Year to exceed four percent (4%). The minimum adjustment due to changes in CPI to the material-specific portion of the blended rate shall be zero percent (0%); however, in the event that eighty-five percent (85%) of the average monthly change in CPI results in a negative value, the Authority shall be allowed to carryover the negative amount to subsequent Rate Years, provided that doing so does not cause the Rate adjustment for that subsequent Rate Year to be less than zero percent (0%).

5.3.3 Adjustment to HHW Portion of the Rate

The Contractor and the Authority Contract Manager shall jointly prepare and submit a draft HHW Drop-off Services budget to the Authority Board of Directors for its review and approval. This draft budget shall be submitted no later than September 1 in each Calendar Year for the next Calendar Year’s budget. The Authority Board of Directors may approve that budget as submitted or may request modifications to the budget, including requesting either an increase in service levels or a reduction or elimination of Services in order to reduce costs. Once approved, this budget shall serve as the revenue requirement for the HHW portion of the Rate for the coming year. Contractor shall be entitled to an operating margin of eleven and fifty five one hundredths percent (11.55%) for calendar year 2014 and fifteen percent (15%) in all subsequent Rate Years.

The revenue requirement for the HHW portion of the Rate shall be divided by the actual Tonnage of Solid Waste, Recyclable Materials, C&D Materials, Organic Materials, and Dry Materials received by Contractor from the Franchise Agencies’ Franchised Collector in the most recently completed twelve month period to determine the adjusted Rate.

For example:

If, the HHW revenue requirement was six hundred thousand dollars (\$600,000); and,

If, the total tonnage received by Contractor from the Franchised Collector in the most recently completed twelve month period is one hundred fifty thousand (150,000) tons;

Then, the HHW portion of the Rate would be four dollars and zero cents (\$4.00) per ton.

5.3.4 Adjustment to Authority Portion of the Rate

No later than September 1 of each Calendar Year, the Authority shall establish a budget for their operations and shall specifically identify the portion of that budget to be funded through the Rate. Once approved, this budget shall serve as the revenue requirement for the Authority portion of the Rate.

The revenue requirement for the Authority portion of the Rate shall be divided by the actual Tonnage of Solid Waste, Recyclable Materials, C&D Materials, Organic Materials, and Dry Materials received by Contractor from the Franchised Collector in the most recently completed twelve month period to determine the adjusted Rate.

For example:

If, the Authority revenue requirement was nine hundred thousand dollars (\$900,000); and,

If, the total tonnage received by Contractor from the Franchised Collector in the most recently completed twelve month period is one hundred fifty thousand (150,000) tons;

Then, Authority portion of the Rate would be six dollars and zero cents (\$6.00) per ton.

5.3.5 Adjustment to Recycling Rebate Portion of the Rate

When establishing the revenue requirement for the Recycling Rebate portion of the Rate for each Rate Year of the Agreement, starting with 2026, the revenue requirement shall include adjusting the per-Ton and annual Tonnage values considered in the establishment of the initial Recycling Rebate described in Section 5.2.5 above.

*** The following section will change significantly ***

The initial per Ton value of negative forty dollars (-\$40) shall be adjusted to be twenty eight and seventeen hundredths percent (28.17%) of the monthly average (for the most recent July through June) low side of the "Official Board Markets", "Los Angeles" index for "Mixed Paper (2) – Export to China – FAS", rounded to the nearest penny. That index value was 142 in November 2012 at the time of Contractor's Proposal to the Authority.

For example:

If the index values for the preceding twelve months are: Jul – 148, Aug – 147; Sept – 144, Oct – 143, Nov – 141, Dec – 138, Jan – 138, Feb – 144, Mar – 145, Apr – 148, May – 146, Jun – 149, then,

Monthly Average = \$144.25 x 0.2817 (stated percentage of OBM) =
\$40.64 Revised Per-Ton Rebate

The initial annual Tonnage value shall be adjusted to reflect the actual total Tonnage of source separated Residential single-stream Recyclable Materials collected by the Franchised Collector and delivered to the Approved Recyclable Materials Processing Facility during the preceding twelve (12) months.

For example:

If the Recyclables Tonnage values for the preceding twelve months are:
Jul – 1,448, Aug – 1,547; Sept – 1,443, Oct – 1,421, Nov – 1,494, Dec –
1,384, Jan – 1,652, Feb – 1,644, Mar – 1,715, Apr – 1,480, May – 1,346,
Jun – 1,549, then,

Revised Annual Tonnage = 18,123

The revised per-Ton rebate value is then multiplied by the revised annual Tonnage value to arrive at the recycling rebate for the coming Calendar Year. For example:

| | |
|---|--|
| 18,123 Revised Annual Tonnage | |
| X <u>40.64 Revised Per-Ton Rebate Value</u> | |
| | -\$736,518.72 Revised Recycling Rebate Revenue Requirement |

The revenue requirement for the Recycling Rebate portion of the Rate shall be divided by the actual Tonnage of Solid Waste, Recyclable Materials, C&D, Organic Materials, and Dry Materials received by Contractor from the Franchise Agencies' Franchised Collector in the most recently completed twelve month period to determine the adjusted Rate.

For example:

If, the Recycling Rebate revenue requirement was negative seven hundred thirty six thousand five hundred eighteen dollars and seventy two cents (-\$736,518.72); and,

If, the total tonnage received by Contractor from the Franchised Collector in the most recently completed twelve month period is one hundred fifty thousand (150,000) tons;

Then, the Recycling Rebate portion of the Rate would be negative four dollars and ninety one cents (-\$4.91) per ton.

5.3.6 Adjustment to Governmental Fee Portion of the Rate

When establishing the revenue requirement for the Governmental Fee portion of the Rate for each Rate Year of the Agreement, starting with 2025, the revenue requirement shall include adjusting the basis for

any Governmental Fees which have changed in the prior year and annual Tonnage values considered in the establishment of the Governmental Fee portion of the Rate described in Section 5.2.6 above.

When preparing its request for the adjustment of Rates, Contractor shall prepare a table, consistent with the table of Governmental Fees presented in Section 5.2.6 above identifying the amount of each fee, the revised basis for the fee using the prior twelve months actual operating results, and the revised projected annual fee amount. The revised basis for any Governmental Fee that is based on a percentage of revenue may not exceed the percentage adjustment calculated for the Material Specific portion of the Rate under Section 5.3.2, unless such revised basis is required by the governmental agency responsible for setting and/or adjusting such fee. The sum of the annual fee amounts shall serve as the revenue requirement for the Governmental Fee portion of the Rate.

In the event that there is a change in any existing Governmental Fee or creation of any new Governmental Fee impacting the services provided under this Agreement and such change becomes known to the Parties after the Authority's approval of revised Rates, the Authority shall have the option of (1) revising the Rate outside of the schedule defined herein or (2) may postpone the adjustment of the Rate and allow Contractor to apply a surcharge to the following year's Rate in order to make up the change. The Authority shall have no obligation to make such out of schedule adjustments or allow such surcharges in the event that the cumulative remaining annual effect of such change is valued at less than twelve thousand five hundred dollars (\$12,500).

In the event that Contractor knew or reasonably should have known of such change prior to the approval of revised Rates and Contractor fails to notify the Authority of such change prior to the adjustment of Rates, Contractor shall not be allowed to recover the cost associated with such change. In such case, Contractor may identify the revised Governmental Fee amount in the subsequent Rate adjustment requests, but such requests shall not include any surcharge, catch-up payments, or other recovery of costs incurred in the prior Rate period.

The revenue requirement for the Governmental Fee portion of the Rate shall be divided by the actual Tonnage of Solid Waste, Recyclable Materials, C&D Materials, Organic Materials, and Dry Materials received by Contractor from the Franchised Collector in the most recently completed twelve month period to determine the adjusted Rate.

For example:

If, the Governmental Fee revenue requirement was one million seven hundred thousand dollars (\$1,700,000); and,

If, the total tonnage received by Contractor from the Franchised Collector in the most recently completed twelve month period is one hundred fifty thousand (150,000) tons;

Then, Governmental portion of the Rate would be eleven dollars and thirty three cents (\$11.33).

5.3.7 Calculation of the Adjusted Rate

** This section will change with the inclusion of the Compliance Fund **

The adjusted portions of the Rate, as described in Sections 5.3.2 through 5.3.6, shall be added together to determine the Rate for the following Rate Year. Using the example calculations provided in Sections 5.3.2 through 5.3.6 above, the revised adjusted per ton Rate would be calculated as:

- a) Revised Material Specific portion of the Rate =\$70.53; plus,
- b) Revised HHW portion of the Rate = \$4.00; plus,
- c) Revised Authority portion of the Rate = \$6.00; plus,
- d) Revised Recycling Rebate portion of the Rate = -\$4.91; plus,
- e) Revised Governmental Fee portion of the Rate = \$11.33; equals
- f) Revised Rate = \$86.95

5.4 Establishment of Post-Collection Rate

The Authority shall establish the Post-Collection Rate (PCR) amount for each Sector and collection service level annually, based on the revised Rate (as calculated under Section 5.3). Contractor, through the Franchise Collector's billing system, may include the PCR in the total monthly rate charged to Customers based on the Authority-approved PCR for each collection service level. The PCR for each collection service level shall be measured in gallons for cart service, cubic yards for bin service, and tons for roll-off service. The PCR for each collection service level and Sector shall be calculated and approved by the Authority based on the approved per-ton Rate and applicable annual tonnage amounts. The Authority may modify the structure of the PCR, for example among collection service levels within a Sector and/or among Sectors, provided that Contractor does not object to the revised structure on the demonstrable basis of Contractor's loss resulting from such restructuring. Contractor's objection must be filed with the Authority either in writing in advance of or through formal public comment at the meeting of the Authority Board of Directors where the establishment of the Rate and PCR are considered.

5.5 Other Adjustments to Compensation

The Contractor may request the Authority's consideration of an adjustment to Contractor's compensation in the event of the following circumstances:

- Enactment of new or changes to existing federal, State and local fees and surcharges mandated to be collected or paid by Contractor;
- A Change in Law for which Contractor compliance is mandatory and that results in documented increases in the specific cost of providing Services pursuant to this Agreement; and,
- Authority-requested changes in the scope of Services provided by the Contractor.

The Authority shall consider such requests and shall not unreasonably deny an adjustment to Rates under the prescribed circumstances. In the case of the enactment of new or increased government or Franchise Agency fees and charges, the Authority shall approve the request as a pass-through out of schedule or during the next regularly scheduled adjustment.

In the event of a special circumstances request for an adjustment to Rates, the Contractor shall document its estimate of the incremental change in costs associated with the special circumstance. The Authority may request additional information from the Contractor if the documentation provided is determined to be insufficient. The Authority may consider information provided by the Contractor along with information from other sources to estimate the cost associated with such a special circumstance. In the event the Contractor requests an interim Compensation adjustment in accordance with this Section and to the extent Contractor's Application is based on costs associated with Affiliated or Related Party Entities, Contractor shall provide all information requested by the Authority as part of its review of Contractor's application, including, but not limited to, all information from Related Parties requested by the Authority regarding any transaction between Contractor and any Related Party Entity or Affiliate relating to Contractor's performance under this Agreement.

The following items shall not be considered in the adjustment of the Rate or PCR established under this Agreement:

- Changes in the price of fuel;
- Decreases in Recycling revenues (except as specifically contemplated in Section 5.3.5) due to changes in market conditions or any other factor from the sale of Recyclable Materials;
- Increases in the costs of Solid Waste, Recyclable Materials, Organic Materials, or C&D Material Processing not incurred as a result of Changes in Law;
- Increases in Transportation time and/or costs related to provision of Services provided under the Agreement;
- Changes in the number of Customers due to changes in population or housing/business development or annexations;
- Changes in Customer subscription levels (e.g., as Customers subscribe to Recycling and Organics Collection Services they may be able to reduce Solid Waste Collection, resulting in a potential revenue loss to the Contractor);
- Changes in the volume or composition of materials;
- Changes in the Approved Processing Facilities used to perform Services, unless those changes to facilities are the direct result of an Authority directed change in scope; or,
- Cost for providing Enhanced Collection Services described in Exhibit 2.4.6, provided that nothing in this Agreement shall prohibit the Franchised Collector from recovering such costs under the provisions of their contract with the Franchising Agency(ies).

ARTICLE 6 INDEMNITY, INSURANCE, AND PERFORMANCE BOND

6.1 Defense and Indemnification

Contractor shall hold harmless, defend and indemnify Authority and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which was caused by the active negligence or willful misconduct of the Authority (including the Persons described in the definition of Authority in Exhibit 1). However, if a final judgment or resolution of any Action allocates Liability by determining that any portion of Liability is attributable to a wrongful or active negligent act, error or omission of the Authority, the Authority shall pay those allocated portions of Liabilities and of defense costs.

6.1.1 Agreement Defense

Contractor shall defend, at its sole cost and expense, with counsel approved by the Authority, the Authority (including the Persons described in the definition of Authority in Exhibit 1) in any Actions that assert or allege Liabilities paid, incurred or suffered by, imposed upon or asserted against, the Authority (including the Persons described in the definition of Authority in Exhibit 1) that result or are claimed to have resulted directly or indirectly by Contractor's negligent performance or non-performance of this Agreement, including the following:

- (1) Contractor negligence or misconduct: the wrongful, willful or negligent act, error or omission, or the misconduct of the Contractor (including the Persons described in the definition of Contractor in Exhibit 1);
- (2) Failure to comply with Applicable Law: Contractor's failure or alleged failure to comply with Applicable Law or any alleged Violation thereof, including any Actions in connection with its Permits;
- (3) Breach of representation: Contractor's breach of any representation, warranty or covenant made in this Agreement; or,
- (4) Challenges to Agreement: legal challenge to the authority of the Authority to enter into this Agreement or to contract out Services, regardless of the legal theory advanced or relied upon by any interested third party, including any appeals necessary to validate that authority or the Agreement.

Authority reserves the right to retain, at its sole cost and expense, co-counsel and Contractor shall direct Contractor's counsel to assist and take direction from such co-counsel with respect to Authority's defense.

6.1.2 Agreement Indemnification

Contractor shall indemnify, release, and hold harmless, at its sole cost and expense, the Authority (including the Persons described in the definition of Authority in Exhibit 1) from and against all Liabilities

paid, incurred or suffered by, imposed upon or asserted against, the Authority (including the Persons described in the definition of Authority in Exhibit 1) that result or are claimed to have resulted directly or indirectly by Contractor's performance or non-performance of this Agreement, including the items listed in preceding Section 6.1.1, whether or not those Liabilities are litigated, settled or reduced to judgment and whether or not those Liabilities are caused in part by any wrongful or negligent act, error or omission of any Person indemnified under this Agreement. However, if a final judgment or resolution of any Action allocates Liability by determining that any portion of Liability is attributable to a wrongful or active negligent act, error or omission of the Authority (including the Persons described in the definition of Authority in Exhibit 1), the Authority shall pay those allocated portions of Liabilities and of defense costs

6.1.3 Unpermitted Waste Defense and Indemnification

Contractor shall defend, indemnify, and hold harmless at its sole cost and expense with counsel approved by the Authority, the Authority (including the Persons described in the definition of Authority in Exhibit 1) in any Actions that assert or allege Liabilities paid, incurred or suffered by, imposed upon or asserted against, the Authority that result or are claimed to have resulted directly or indirectly from the presence, Disposal, escape, migration, leakage, spillage, discharge, release or emission of Unpermitted Waste or petroleum to, in, on, at, or under the Landfill or Approved Processing Facilities, whether:

- (1) in one or more instance,
- (2) threatened or transpired,
- (3) Contractor is negligent or otherwise culpable, or
- (4) those Liabilities are litigated, settled, or reduced to a final judgment.

For purposes of this Indemnity, Liabilities includes, in addition to those included in Exhibit 1, Liabilities arising from or attributable to any operations, repair, clean-up or detoxification, or preparation and implementation of any removal, remedial, response, Closure, Post-Closure or other plan, regardless of whether undertaken due to government directive or action, such as remediation of surface or ground water contamination and replacement or restoration of natural resources.

The foregoing indemnity is intended to operate as an agreement pursuant to 42 U.S.C. Section 9607(e) and California Health and Safety Code Section 25364, to insure, protect, hold harmless and indemnify the Authority from liability in accordance with this Section.

6.1.4 Environmental Indemnity

Contractor shall defend, indemnify, and hold the Authority harmless against and from any and all claims, suits, losses, penalties, damages, and liability for damages of every name, kind and description, including attorneys' fees and costs incurred, attributable to the negligence or willful misconduct of Contractor in handling Unpermitted Waste.

6.1.5 HHW Services Indemnity and Insurance

Contractor shall require its HHW services Subcontractor to fully indemnify, defend, and hold harmless both the Authority and Contractor from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with HHW services Subcontractor's performance of activities, operations, and final disposal or recycling associated with the Household Hazardous Waste Facility, except such loss or damage which was caused by the active negligence or willful misconduct of the Authority or Contractor. Furthermore, the subcontractor shall maintain certificates of insurance for Professional and Pollution Legal Liability naming both the Authority and Contractor as an additional insured, to the extent available, in the minimum amounts of three million dollars (\$3,000,000) per occurrence and five million dollars (\$5,000,000) in the aggregate. In the event that the HHW services Subcontractor is unable to meet the required minimum insurance amounts, then Contractor shall take all reasonable actions to provide an equivalent indemnity of the Authority in the interim, while the Authority and Contractor meet and confer to develop an alternative that adequately protects the Authority.

6.2 Insurance Policies

6.2.1 Types and Amounts; Deductibles and Self-Insured Retentions

As of January 1, 2026, Contractor shall secure and maintain, and enter into agreements to cause its Subcontractors, if any, to secure and maintain or provide that Subcontractors are insureds under Contractor's policies, in full force and effect the types and amounts of insurance coverage, together with related specified deductibles and endorsements, listed in Exhibit 6.2 or required by Applicable Law, whichever is greater, in a form acceptable to Authority.

The Contractor must declare to Authority any self-insured retentions. Authority at its sole discretion may (i) approve them; or, (ii) require Contractor to reduce or eliminate them as respects the Authority, its officials and employees; or to procure a bond or letter of credit guaranteeing payment of losses and related investigations, claim administration and defense expense.

If any third Person makes a claim against Contractor or any Subcontractors exceeding the amount of any deductibles, self-insured reserves, letters of credit, or bonds guaranteeing payment thereof, Contractor shall promptly Notify the insurer, bond surety or letter of credit provider and Authority thereof.

6.2.2 Required Provisions

(i) Primary. Policies shall always be primary with respect to the Contractor's Services and the Authority, the Authority's Affiliated employees, the Board of Directors, officers, officials, agents, assigns and volunteers (Authority insureds).

(ii) Additional insureds. Authority insureds must be included as additional insureds by endorsement under the Comprehensive General, Automobile Liability, Environmental Impairment Liability Policies and any other pollution policies secured by Contractor. A copy of the endorsement or evidence of blanket or contractual additional insured status must be submitted with the certificate(s) of insurance.

(iii) Excess, not contributory. Insurance coverage written specifically for the Authority must be considered excess and not contributory and any insurance or self-insurance maintained by Authority insureds is in excess of Contractor's insurance and shall not contribute with it.

(iv) Separate application. All insurance must apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(v) No special limitations. Coverage shall contain no special limitations on the scope of protection afforded to Authority insureds, except in cases of fraud perpetrated by the Authority.

(vi) Reporting provisions. Any failure to comply with reporting provisions of policies shall not affect coverage provided to Authority insureds.

(vii) Waiver of subrogation. Insurer, including workers compensation and general liability policy insurers, by endorsement must waive all rights of subrogation against Authority insureds for losses arising from performance of Services by Contractor, except for the sole negligence of the Authority.

B. Insurers. Contractor shall procure insurance from insurers approved by Authority Risk Manager, an admitted company in California and authorized to do business there, having not less than size category VII and a rating of A or better ("A-VII") by A.M. Best Company, Inc.

C. Endorsements; Notices to Authority of Cancellation. Policies must bear endorsements in substantially the form provided in Exhibit 6.2, providing that coverage shall not be suspended, voided, canceled by either Party, reduced in coverage or limits, not renewed, or otherwise changed or modified except after prior written notice by e-mail, to the Authority thirty (30) Calendar Days in advance, or if the reason for cancellation is non-payment of premiums, ten (10) Calendar Days in advance. Endorsements shall not contain mere "best effort" modifiers or relieve the insurer from its responsibility to give the Authority notice.

D. Evidence of Coverage. As of January 1, 2026, Contractor shall provide certificates of insurance and original endorsements required under this Agreement, signed by an authorized representative of the insurance company and including the signatory's company affiliation and title. Upon Authority's request, Contractor shall provide, or cause to be provided, to the Authority documentation acceptable to the Authority verifying that the individual signing those documents are authorized by the insurer to bind coverage on the insurer's behalf. At that time and thereafter simultaneously with renewal of the policies, Contractor shall file with the Authority a certificate of insurance and endorsements, in form and substance satisfactory to the Authority (including type and amount of coverage, effective dates, and expiration dates) signed or counter-signed by an authorized officer of the broker, certifying that the coverage has not lapsed and shall remain in effect at all times during the term of the policy.

E. Contractor Compliance. Contractor shall comply with all requirements of policies and the insurers. Carrying insurance shall not relieve Contractor from any obligations under this Agreement. Nothing in this Agreement may be construed as limiting in any way the extent to which the Contractor may be held responsible for payments of damages to Persons or property resulting from Contractor's or any Subcontractors' performance of Services.

F. Worker's Compensation. Contractor shall provide workers' compensation coverage as required by State law, and prior to January 1, 2026 pursuant to this Agreement, Contractor shall file the following statement with the Authority.

"I am aware of the provisions of Paragraph 3700 of the Labor Code that require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I shall comply with such provisions before commencing any Services required by this Agreement.

The Person executing this Certificate on behalf of Contractor affirmatively represents that she/he has the requisite legal authority to do so on behalf of Contractor, and both the Person executing this Agreement on behalf of Contractor and Contractor understand that the Authority is relying on this representation in entering into this Agreement."

6.3 Performance Surety

Within seven (7) Calendar Days of the Authority's notification to Contractor that the Authority has executed this Agreement, Contractor shall file with the Authority a letter of credit or a performance bond, payable to the Authority, securing the Contractor's performance of its obligations under this Agreement and such bond shall be renewed annually if necessary so that the performance bond is maintained at all times during the Term. The surety shall be in the amount of two million dollars (\$2,000,000) and shall be used to secure the performance of the Contractor's Post-Collection Services obligations under the Agreement. The bond shall be executed as surety by a corporation authorized to issue surety bonds in the State of California that has a rating of A or better in the most recent edition of Best's Key Rating Guide, and that has a record of service and financial condition satisfactory to the Authority.

ARTICLE 7 DEFAULT BY CONTRACTOR AND TERMINATION

7.1 Contractor Default

Each of the following shall constitute an event of default by Contractor ("Contractor Default"), under this Agreement:

7.1.1 Service Defaults

(1) Failure to Perform. Contractor's failure to perform any duty or obligation in whole or in part for more than one (1) consecutive Working Day or more than five (5) total Working Days in any Calendar Year. A failure to perform may also include Contractor's failure to fully implement the Recycling, Composting, other Processing, and education and outreach programs required under this Agreement which may be determined as part of the performance review described in Section 4.21.

(2) Uncured Breach. Contractor fails or refuses to perform any of its obligations under this Agreement; the Authority Contract Manager notifies the Contractor in writing that a specific failure or refusal has occurred which shall, unless corrected, in its opinion, give the Authority a right to terminate this Agreement; and the Contractor does not correct the breach within twenty (20) Calendar Days of receiving the Authority Contract Manager's Notice thereof. However, if the breach is not capable of cure within twenty (20) Calendar Days, Contractor shall promptly provide the Authority Contract Manager a Notice explaining why Contractor believes it needs additional time to effectuate a cure, together with a schedule therefore, and shall diligently proceed to cure the breach within that schedule, whereupon Authority, at its sole discretion, may (a) accept Contractor's schedule of cure, or (b) make a written demand that Contractor cure the default within an alternative reasonable time period set by Authority.

(3) Repeated Breach. Contractor fails or refuses to perform any of its obligations under this Agreement repeatedly or habitually, as documented in writing, whether or not specific instance of failure or refusal has been previously cured.

(4) Failure to Comply With Applicable Law. Contractor fails to comply with Applicable Law that is material to this Agreement. This does not constitute a default if: a) after notice of violation or non-compliance the Contractor is actively disputing its compliance with Applicable Law before any court or administrative agency; or, b) after exhaustion of all appeals, a final judgment in favor of Contractor is reached.

(5) Criminal Activity. The occurrence of any Criminal Activity related to this Agreement by any employee, supervisor, manager, officer, or director of Contractor, except that Contractor may cure the breach by terminating any and all individuals involved in the Criminal Activity within five (5) Working Days of a notice from the Authority Contract Manager.

7.1.2 Performance Assurance Defaults

- (1) Failure to Provide Insurance. Contractor fails to provide insurance in accordance with Section 6.2, or Guaranty Agreement in accordance with Section 8.20;
- (2) Failure to Provide Assurances of Performance. Contractor fails to timely provide assurances of performance in accordance with Section 8.16;
- (3) Failure to Pay Authority. Contractor fails to timely pay Authority any amounts due and owing to Authority, including procurement reimbursement in accordance with Section 2.4.4, reimbursement of costs for alternative services in accordance with Section 7.3 and liquidated damages in accordance with Section 8.19;
- (4) Transfer, Assignment. Contractor Assigns this Agreement without Authority approval required by Section 8.5;
- (5) Seizure, Attachment. Any asset used to provide Services is seized, attached, or levied upon (other than a pre-judgment attachment) so as to substantially impair Contractor's ability to timely and fully perform Services, and which cannot be released, bonded, or otherwise lifted within forty-eight hours (48), excepting weekends and Holidays;
- (6) Insolvency, Bankruptcy, Liquidation. Contractor files a voluntary claim for debt relief under any applicable bankruptcy, insolvency, debtor relief, or other similar law now or hereafter in effect, or shall consent to the appointment of or taking of possession by a receiver, liquidator, Assignee (other than as a part of a transfer of assets no longer used to provide Services or backup Services), trustee (other than as security of an obligation under a deed of trust), custodian, sequestration, administrator (or similar official) of Contractor for any part of Contractor's operating assets or any substantial part of Contractor's property, or shall make any general Assignment for the benefit of Contractor's creditors, or shall fail generally to pay Contractor's debts as they become due or shall take any action in furtherance of any of the foregoing. The foregoing notwithstanding, nothing herein shall or is intended to affect the jurisdiction and authority of any trustee or receiver in connection with bankruptcy proceedings pursuant to the federal Bankruptcy Act or any similar or successor statute.

A court, having jurisdiction, enters a decree or order for relief in respect of the Agreement, in any involuntary case brought under any bankruptcy, insolvency, debtor relief, or similar law now or hereafter in effect, or Contractor consents to or fails to oppose any proceeding, or that court enters a decree or order appointing a receiver, liquidator, Assignee, custodian, trustee, sequestrator, administrator (or similar official) of the Contractor or for any part of the Contractor's operating equipment or assets, or orders the winding up or liquidation of the affairs of the Contractor.

7.1.3 Miscellaneous

- (1) False Representations; Breach of Representations or Warranties. Contractor makes a representation, certification, or warranty in this Agreement or pursuant to this Agreement which Contractor knows, or in the course of diligently conducting business and providing Services should have

known, is untrue as of the date thereof. Contractor makes a representation or fails to make a disclosure, whether within this Agreement or otherwise, to the Authority in connection with, or as a material inducement to, entering into this Agreement or any future amendment to this Agreement, which representation or failed disclosure is false or misleading in any material respect when made.

(2) Default under Guaranty Agreement. Any default occurs under Section (24) of the Guaranty Agreement, which default for failure to pay the Guaranty listed in item (24)(a) thereof is not timely cured as provided therein, and which default for breach listed in item (24)(c) thereof continues for the period provided therein.

7.2 Right to Suspend or Terminate Agreement

7.2.1 Termination Events

Authority may terminate this Agreement in the following events:

- (1) Contractor Default: the repeated occurrence of an uncured material Contractor Default;
- (2) Failure to Perform Core Obligations: If after exhausting the remedies available in Sections 4.18 and/or 8.12, for whatever reason, Contractor is unable to perform its core obligations under this Agreement for a period of thirty (30) Calendar Days beyond the timeline described in Section 8.12.;
- (3) Contractor's use of non-approved Alternative Facility: the Contractor provides services through an alternative facility contrary to the direction of the Authority as required in Section 4.12.
- (4) Assignment of Guaranty Agreement Without Consent: the Guarantor Assigns the Guaranty Agreement without consent required by Section (3) of the Guaranty Agreement despite the Authority Board of Directors action denying Authority consent, and on or before fifteen (15) Calendar Days thereafter, the Guarantor does not provide Authority with a substitute Guarantor or alternative financial credit support satisfactory to Authority.

7.2.2 Notice

Notice of termination may be effective no sooner than:

- (1) Immediately or upon other period stated by Authority with respect to Contractor Defaults described in Section 7.1.2 (including, but not limited to, Failure to Provide Insurance) and, to the extent permitted by Applicable Law, Section 7.1.2 (Insolvency, Bankruptcy, Liquidation);
- (2) Two (2) Working Days after giving Contractor a Notice with respect to a Contractor Default described in Section 7.1.1 (Failure to Perform); and,
- (3) Fifteen (15) Working Days after giving Contractor a Notice with respect to all other Contractor Defaults or termination events.

7.2.3 Contractor's Obligations Upon Expiration or Termination

- (1) Pay Outstanding Amounts. Contractor shall pay Authority any amounts, including liquidated or compensatory damages, then accrued and payable, net of any amounts due from Authority in accordance with Section 4.13.
- (2) Indemnities. Contractor shall meet its obligations under any Indemnifications including any such obligations and Indemnifications that survive the termination of this Agreement.

7.3 Right to Perform

In the events described in items (1) (Contractor Default) and (3) (Assignment of Guaranty Agreement Without Consent) of Section 7.2.2, the Authority, at its sole discretion, may perform and complete, by contract or otherwise, Services or a portion thereof (other than operating the Approved Processing Facilities and Landfill which are the property of Contractor) and incur all expenses necessary for full and timely provision of Services.

7.4 All Other Available Remedies

If Authority suspends or terminates this Agreement, it may exercise remedies of damages and any other available remedies at law and in equity (including specific performance). Contractor acknowledges that Authority's remedy of damages for a breach of this Agreement by Contractor in accordance with this Section may be inadequate for reasons including:

- (i) The urgency of timely, continuous and high-quality waste management Service under this Agreement, including, but not limited to, Disposal of wastes which constitute a threat to public health;
- (ii) The long time and significant investment of money and personnel (both Authority staff, elected Authority officials and private consultants, including procurement consultants, Diversion consultants, and procurement counsel) required to structure a competitive procurement; draft a request for proposal; advertise the procurement and solicit proposals; distribute the Request for Proposal, hold pre-proposal meetings and respond to proposers questions about the procurement; revise documents based on solicited proposer comment; evaluate proposals; and finalize and award this Agreement; and,
- (iii) The Authority's reliance on Contractor's technical waste management expertise.

Consequently, Authority is entitled to all available equitable remedies, including injunctive relief.

Compensatory damages include amounts equal to any Authority's Reimbursement Costs or other money Contractor has previously paid to the Authority but that are subsequently Recovered from the Authority by a trustee in bankruptcy as preferential payments or otherwise and Authority's Reimbursement Costs of re-procuring an agreement for services to replace Services if this Agreement is terminated due to Contractor Default.

7.5 Authority's Remedies Cumulative

The Authority's rights to seek dispute resolution in accordance with Section 8.17, suspend or terminate this Agreement in accordance with Section 7.2, to perform under Section 7.3, or to seek other available remedies under Section 7.4, are not mutually exclusive. Exercise of one remedy is not an election of remedies but is cumulative with any other remedies under this Agreement.

7.6 Waiver

The Authority's waiver of any breach or Contractor Default shall not be deemed to be a waiver of any other breach or Contractor Default including ones with respect to the same obligations under this Agreement; provided however, that nothing herein abrogates applicable statutes of limitations for any claims which were or could have been brought. The Authority's decision not to demand damages shall not be deemed a waiver of any Contractor breach under this Agreement. The Authority's subsequent acceptance of any damages or other money paid by Contractor shall not be deemed to be a waiver by the Authority of any pre-existing or concurrent breach or Contractor Default; provided however, that nothing herein abrogates applicable statutes of limitations for any claims which were or could have been brought .

Contractor acknowledges that it is solely responsible for providing Services and except as provided below in this paragraph, by this Agreement irrevocably and unconditionally waives defenses to the payment and performance of its obligations under this Agreement based upon failure of consideration; contract of adhesion; impossibility or impracticability of performance; commercial frustration of purpose; or the existence, non-existence, occurrence or non-occurrence of any foreseen or unforeseen fact, event, or contingency that may be a basic assumption of Contractor with regard to any provision of this Agreement; provided, however that Contractor does not waive defenses to impossibility or impracticability of performance; commercial frustration of purpose; or the existence, non-existence, occurrence or non-occurrence of any unforeseeable fact, event, or contingency that may arise during the Term of this Agreement. Contractor does not waive any defenses of Uncontrollable Circumstances at any time.

ARTICLE 8 OTHER AGREEMENTS OF THE PARTIES

8.1 Relationship of Parties

The Parties intend that Contractor shall perform the Services required by this Agreement as an independent Contractor engaged by the Authority and not as an officer or employee of the Authority, nor as a partner of or joint venturer with the Authority. No employee or agent of Contractor shall be or shall be deemed to be an employee or agent of the Authority. Contractor shall have the exclusive control over the manner and means of conducting Services, and all Persons performing those Services, except for prescriptive requirements in this Agreement established by the Authority or Authority's right to change the scope of Services in accordance with Section 4.20. Contractor is solely responsible for the acts and omissions of its officers, employees, subcontractors, and agents, none of whom is deemed an officer, employee, subcontractor, or agent of the Authority. Neither Contractor nor its officers, employees, subcontractors, or agents shall obtain any rights to retirement benefits, workers' compensation benefits, or any other benefits that accrue to the Authority employees. Contractor expressly waives any claim it may have or acquire to those benefits and shall defend and indemnify the Authority if any of its officers, employees, subcontractors, or agents make claims for such benefits.

8.2 Compliance with Law

Contractor shall perform, and shall cause any Contractors or subcontractors to perform, all Services in accordance and compliance with Applicable Law, whether or not referenced specifically in the text of this Agreement and regardless of whether specified Service obligations may be stated less stringently than Applicable Law. If any provision of this Agreement is more stringent than Applicable Law, Contractor must comply with that provision.

Reference in this Agreement to particular provisions or requirements of Applicable Law shall not be construed to limit Contractor's obligation to comply with all provisions of Applicable Law. They are deemed to include reference to implementing rules and regulations. They are intended to facilitate Contractor's satisfaction of its performance obligations and Authority's administration and specific enforcement of this Agreement, and may not be construed to imply lack of obligation to comply with other provisions or requirements of Applicable Law not referred to or cited in this Agreement. If any Applicable Law specifically referenced or cited in this Agreement is modified, amended or repealed, that reference or citation shall be deemed to refer to that amendment or modification, or to any re-codified or substituted Applicable Law.

8.3 Governing Law

This Agreement shall be governed by, and construed and enforced in, accordance with the Applicable Laws of the State, without giving effect to the State's principles of conflicts of laws.

8.4 Further Assurances

Each Party shall execute and deliver any instruments and to perform any acts as may be necessary or reasonably requested by the other in order to give full effect to this Agreement.

8.5 Assignment

8.5.1 Assignment by Authority

The Authority may Assign this Agreement individually or jointly to any Member Agency, the County of Contra Costa, a successor joint powers authority, or other public entity succeeding to a majority of the Authority's service area obligations. In any Assignment, the Authority Board of Directors shall take such actions as may be necessary to ensure that the Assignee has the legal authority to accept the Assignment and undertake the Authority's obligations.

A. Assignment by Member Agency Withdrawal

In the event a Member Agency seeks to withdraw from the Authority before the end of the Agreement's Term, the Member Agency's withdrawal is conditioned upon its consent to Assignment of this Agreement. The act of withdrawal shall also operate as the Authority's consent to Assignment of its respective rights and obligations under this Agreement to the withdrawing Member Agency. Any additional terms and conditions of withdrawal as well as the details of assuming the specific obligations of this Agreement shall be governed by the provisions of the Authority's Joint Powers Agreement, as amended, and the decisions of the Authority Board of Directors.

B. Assignment by Dissolution

In the event the Authority seeks to dissolve before the end of the Agreement's Term, such dissolution is conditioned upon the agency(ies) or successor joint power authority's individual or collective acceptance of Assignment of this Agreement as well as the respective obligations of the Authority. The Assignee'(s) individual or collective consent to Assignment shall effectuate such dissolution of the Authority. The Authority Board of Directors shall take such actions as may be necessary to ensure its obligations hereunder are properly assumed by the Assignee Member Agencies.

8.5.2 Assignment by Contractor

A. Permitted Assignments

Contractor shall have the right to Assign this Agreement to any other company which is owned and controlled by Republic Services, Inc., provided that: (i) such company is qualified to do business in California, and assumes in writing all of Contractor's obligations under this Agreement prior to, or concurrently with, such Assignment; and, (ii) the corporate guaranty described in Section 8.20 remains in full force and effect and that such Assignment shall have no adverse impact on the Rates charged or quality services provided under this Agreement. Contractor shall not otherwise Assign its rights nor delegate or otherwise transfer its obligations under this Agreement to any other Person without the prior written consent of the Authority, provided consistent with the requirements of this Section 8.5.2. Any

such assignment made without the written consent of Authority shall be void and the attempted assignment shall constitute a breach of this Agreement.

B. Assignment Defined

For the purpose of this section when used in reference to Contractor, "Assignment" shall include, but not be limited to: (i) a sale, exchange or other transfer of substantially all of Contractor's assets dedicated to Service under this Agreement to a third party; (ii) a sale, change or other transfer of outstanding common stock of Contractor to a third party provided said sale, exchange or transfer may result in a change of control of Contractor; (iii) any dissolution, organization, consolidation, merger, re-capitalization, stock issuance or reissuance, voting trust, pooling agreement, escrow arrangement, liquidation or other transaction to which results in a change of Ownership or control of Contractor; (iv) any Assignment by operation of law, including insolvency or bankruptcy, making Assignment for the benefit of creditors, writ of attachment for an execution being levied against this agreement, appointment of a receiver taking possession of Contractor's property, or transfer occurring in the event of a probate proceeding; and, (v) any combination of the foregoing (whether or not in related or contemporaneous transactions) which has the effect of any such transfer or change of Ownership, or change of control of Contractor.

Contractor acknowledges that this Agreement involves rendering a vital service to the Authority's residents and businesses, and that the Authority has selected Contractor to perform the Services specified Herein based on: (i) effective and responsible fashion, at all times in keeping with applicable environmental laws, regulations, and best management practices, and (ii) Contractor's obligations to the Authority under this Agreement. The Authority has relied on each of these factors, among others, in choosing Contractor to perform the Services to be rendered by Contractor under this Agreement.

C. Contractor Request for Assignment

If Contractor requests the Authority's consideration of and consent to an Assignment, the Authority may reasonably deny or approve such requests. No request by Contractor for consent to any Assignment need be considered by Authority unless and until Contractor has met the following requirements:

i. Contractor shall pay Authority its reasonable expenses for attorney's fees and investigation costs necessary to investigate the suitability of any proposed Assignee, and to review and finalize any documentation required as a condition for approving any such Assignment. An initial, retainer deposit payment to reimburse such costs shall be made in the amount of one hundred thousand dollars (\$100,000) to the Authority by Contractor or the proposed assignee along with Contractor's formal request for the Authority's consideration of an Assignment. Authority shall draw against the retainer for its actual reasonable costs of the Assignment review. In the event such costs exceed the deposit amount, Contractor shall make the additional payment, beyond the initial deposit amount, upon approval of the assignment. In the event that the actual costs of the review are less than the retainer deposit amount, such unused portion of the retainer shall be returned upon the conclusion of the review of the Assignment.

ii. Contractor shall furnish Authority with audited financial statements of the proposed Assignee's operations for the Immediately preceding three (3) operating years.

iii. Contractor shall furnish Authority with satisfactory proof: (i) that the proposed Assignee has at least ten (10) years of Solid Waste management experience on a scale equal to or exceeding the sale of operations conducted by Contractor under this Agreement; (ii) that in the last five (5) years, the proposed Assignee has not suffered any significant citations or other censure from any federal, State, or local agency having jurisdiction over its Solid Waste management operations due to any significant failure to comply with State, federal, or local Environmental Laws and that the Assignee has provided Authority with a complete list of such citations and censures; (iii) that the proposed Assignee has at all times conducted its operations in an environmentally safe and conscientious fashion; (iv) that the proposed Assignee conducts its Solid Waste management practices in accordance with sound Solid Waste management practices in full compliance with all federal, State, and local laws regulating the collection and Disposal of Solid Waste including Hazardous Materials; and, (v) of any other information required by Authority to ensure the proposed Assignee can fulfill the terms of this Agreement in a timely, safe, and effective manner.

Under no circumstances shall Authority be obligated to consider any proposed Assignment if Contractor is in default at any time during the period of consideration.

8.6 Binding on Successors

The provisions of this Agreement shall inure to the benefit of and be binding on the successors and permitted Assigns of the Parties.

8.7 Parties in Interest

Nothing in this Agreement, whether expressed or implied, is intended to confer any rights on any Persons other than the Parties to it and their representatives, successors and permitted Assigns.

8.8 Services Performed At Contractor's Sole Expense

Contractor shall perform Services solely for the compensation expressly provided for Herein.

8.9 Notices and Communication

Parties must present and express all reports, demands, requests, directions, selections, option exercises, orders, requests, proposals, reviews, comments, acknowledgments, approvals, consents, waivers, certifications and other communications made to each other under this Agreement in writing.

Parties must provide Notices at the address provided in this Section below, in any of the following manners:

- (1) Personal delivery to a representative of the Parties, with signed receipt,

(2) Deposit in the United States mail, first class postage prepaid (certified mail, return receipt requested), or

(3) Deposit with a commercial delivery service providing delivery verification.

If to Authority: West Contra Costa Integrated Waste Management Authority
Executive Director
3220 Blume Drive Suite 139
Richmond, CA 94806

With Copy to: West Contra Costa IWMA Counsel
Redwood Public Law

Oakland, CA 94607

If to Contractor: Area President
Republic Services, Inc.
3260 Blume Drive, 2nd Floor
Richmond, CA 94806

With a copy to: Timothy Benter
Vice President & Deputy General Counsel
Republic Services, Inc.
18500 North Allied Way
Phoenix, AZ 85054

With an additional copy to:
Scott W. Gordon
Law Offices of Scott W. Gordon, APC
1990 North Calif. Blvd., Suite 620
Walnut Creek, CA 94596

Parties may change their address upon written Notice to the other Party.

8.10 Authority Contract Manager

The Authority has designated staff, the Authority Contract Manager, to be responsible for the monitoring and administration of this Agreement. Contractor shall meet and confer with the Authority Contract Manager to resolve differences of interpretation and implement and execute the requirements of this Agreement in an efficient, effective, manner that is consistent with the stated objectives of this Agreement.

From time to time the Authority Contract Manager may designate other agents of the Authority or Franchise Agencies to work with Contractor on specific matters. In such cases, those individuals should be considered designates of the Authority Contract Manager for those matters to which they have been engaged. Such designates shall be afforded all of the rights and access granted thereto. In the event of a

dispute between the Authority Contract Manager's designate and Contractor, the Authority Contract Manager's determination shall be conclusive.

In the event of dispute between the Authority Contract Manager and the Contractor regarding the interpretation of or the performance of Services under this Agreement, the Authority Contract Manager's determination shall be conclusive except where such determination results in a material impact to the Contractor's revenue and/or cost of operations. In the event of a dispute between the Authority Contract Manager and the Contractor results in such material impact to the Contractor, Contractor may appeal the determination of the Authority Contract Manager to the Authority Board of Directors, whose determination shall be conclusive. For the purposes of this section, "material impact" is an amount equal to or greater than thirty thousand dollars (\$30,000).

8.11 Duty of Contractor Not To Discriminate

In the performance of all work and Services under this Agreement, Contractor shall not discriminate against any Person on the basis of that Person's race, color, religion, national origin, ancestry, age, physical handicap, medical condition, religion, marital status, sex or sexual orientation. Contractor shall comply with all Applicable Law regarding nondiscrimination, including those prohibiting discrimination in employment.

8.12 Force Majeure

Neither Party is deemed in breach or default of its duties, obligations (other than a payment obligation at the time due and owing), responsibilities or commitments under this Agreement to the extent that the breach or default is due to an Uncontrollable Circumstance, provided the Party exerted Reasonable Business Efforts to prevent the occurrence and mitigate the effects of the Uncontrollable Circumstance.

The Party experiencing an Uncontrollable Circumstance and relying thereon shall give Immediate Notice thereof to the other Party, including describing performance under this Agreement for which it seeks to be excused; the expected duration of the Uncontrollable Circumstance; the extent Services may be curtailed; any requests or suggestions to mitigate the adverse effects of the Uncontrollable Circumstance; or any consequent adjustment of Rates in accordance with Section 5.

Notwithstanding that Contractor's failure to timely and fully provide Services due to Uncontrollable Circumstances does not constitute a Contractor Default, following the continuance of the failure for ninety six (96) hours, Authority may at its sole discretion temporarily secure alternative services limited to the duration of the Force Majeure event. Following the continuance of that failure for thirty (30) Calendar Days, the Authority and Contractor shall meet and confer in good faith to determine alternative means to provide services.

8.13 Maintenance of Records

Contractor shall maintain Records at each of the Approved Processing Facilities and Landfill or elsewhere at the Contractor's offices located within the County.

In order to determine the reasonableness of proposed changes in Service requested by Authority or Contractor, Contractor must maintain accurate, detailed financial and operational information in a consistent format and to make that information reasonably available to the Authority in a timely fashion. This Section is intended to effectuate these requirements. Contractor shall maintain accurate and complete accounting Records containing the underlying financial and operating data relating to and showing the basis for computation of all costs associated with providing Services. The accounting Records shall be prepared in accordance with Generally Accepted Accounting Principles (GAAP), which shall be consistently applied. The Parties acknowledge that the Contractor's accounting procedures do not produce accounting Records that separate the financial and operational data related to specific services provided to the Authority, but rather the accounting Records are consolidated financial and operational data for all Services provided by Contractor or at the Approved Processing Facilities.

Contractor shall retain all Records required to be maintained by this Agreement at least throughout the Term.

Contractor shall retrieve Records specifically directed to be retained in accordance with this Agreement and make them available to the Authority within fifteen (15) Calendar Days of Authority Contract Manager's direction.

Contractor shall retrieve Records that are material, in the sole opinion of the Authority Contract Manager, to determining the cost of compliance with changes in governmental fees or regulations; verifying payment of governmental fees or taxes; determining cost impact related to modifications to scope of Services or new waste management programs or economic incentives; or determining an adjustment to the Disposal Rate as provided for in Section 5, and make them available to the Authority Contract Manager within fifteen (15) Calendar Days of the Authority Contract Manager's direction. If Contractor is not required to maintain those Records under this Agreement, then the Authority Contract Manager and Contractor shall meet and confer in good faith to reach agreement on reasonable assumptions that are necessary to make determinations at issue.

8.14 Right to Inspect Records

Upon no less than one (1) Working Day's notice and without interference from Contractor's operations, the Authority, its auditors and other agents selected by the Authority, shall have the right, at its sole cost, during regular business hours as described in Section 4.6, to conduct on-site inspections of Records and to make and retain copies of any Records that are reasonably necessary to: (1) determine the cost of compliance with changes in governmental fees or regulations (in accordance with Section 5); (2) verify payment of governmental fees or taxes (in accordance with Section 5); (3) determine cost of modifications to scope of Services (in accordance with Section 4.20); or (4) determine cost of new programs or economic incentives (in accordance with Section 4.20). Contractor shall cooperate with the Authority Contract Manager, its auditors and other agents selected by the Authority, and shall make those Records available to the Authority Contract Manager, and Contractor shall provide the Authority Contract Manager copies of those Records (which the Authority may retain) at the Authority Contract Manager's request; provided however that notwithstanding the foregoing, Contractor shall not be required to provide to Authority any Records containing or consisting of:

- i) Trade secret confidential business information or documents (e.g. customer lists) with respect to any non-Authority users of the Approved Facilities or Landfill
- ii) Cost of service information which is not otherwise provided for in this Agreement
- iii) Proprietary processes, patents, or other intellectual property

If the Authority Contract Manager so reasonably requests, Contractor shall make specified personnel available to assist the Authority Contract Manager in accessing Records.

8.15 Compilation of Information for State Law Purposes

Contractor shall compile information on amounts of Solid Waste delivered to the Landfill and Organic Materials, Recyclable Materials, Dry Materials, and C&D delivered to Approved Processing Facilities and the Landfill and other information, which the Authority may reasonably request, in order to meet its obligations under the Act.

8.16 Right to Demand Assurances of Performance

If Contractor:

- (i) Is the subject of any labor unrest including work stoppage or slowdown, sick-out, picketing or other concerted job action that affects Contractor's performance under this Agreement;
- (ii) Appears in the judgment of the Authority to be unable to regularly pay its bills as they become due; or
- (iii) Is the subject of a civil or criminal proceeding brought by a federal, State, regional, or local agency for Violation of an Applicable Law with respect to Services;

Such that the Authority reasonably believes such event has placed Contractor's ability to perform under this Agreement in substantial jeopardy, or

- (iv) If Authority disagrees with Contractor's estimate of Landfill capacity required to meet Contractor's warranty in accordance with subsection J of Section 9.2 or of remaining capacity, considering Contractor's Disposal obligations to both Authority and other Persons, as contained in the Quarterly Report or otherwise, then following dispute resolution in accordance with Section 8.17 that concludes either of Contractor's estimates is erroneous, at its option and in addition to all other remedies it may have, the Authority may demand from Contractor written assurances of timely and proper performance of this Agreement. Assurances include reduction or elimination of deductibles or self-insured retention with respect to insurance or procuring a bond or letter of credit guarantying or in size sufficient to cover payment of losses and related investigations, claim administration and defense expenses. If Contractor fails or refuses to provide reasonable assurances by the date required by the Authority no less than fifteen (15) Calendar Days after Notice, that failure or refusal shall constitute a Contractor Default in accordance with Section 7.1.2.

8.17 Dispute Resolution

8.17.1 Informal Resolution

Should a dispute arise with respect to the performance and obligations of the Parties hereunder, at any time during the term of this Agreement, the provisions of Section 8.17 shall apply. Either Party shall give the other written notice of such dispute. Such notice shall specify a date and location for the Parties to meet and confer in good faith to resolve any dispute that may arise in a cooperative and mutually satisfactory manner. The Parties shall attempt to resolve their disputes informally to the maximum extent possible.

8.17.2 Mediation

In the event the Parties cannot resolve such dispute within thirty (30) Days of such notice, either Party may propose the appointment of a mediator for advice and non-binding mediation, and the other Party shall attend such mediation. If the mediator is unable, within thirty (30) Days thereafter, to reach a determination as to the matter in dispute in a manner acceptable to the Parties hereto, then either Party may refer the matter to a Court of competent jurisdiction.

8.17.3 Arbitration Valuation Items

For the purposes of this Agreement, disputes over "Arbitration Valuation Items" means monetary disputes the value of which are less than five hundred thousand dollars (\$500,000) alleged to be due or owed by either Party. If mediation is unsuccessful, disputes concerning Arbitration Valuation Items shall be referred to binding arbitration.

8.17.4 Binding Arbitration

Binding arbitration proceedings shall be in accordance with California Code of Civil Procedure Section 1280 et. seq., pursuant to the AAA Commercial Arbitration Rules or the then-current JAMS Streamlined Arbitration Rules, and the terms of this Section. The provisions of the California Discovery Act shall apply. The Parties shall determine by mutual agreement whether the AAA or JAMS proceedings are to be used. Provisions of the California Discovery Act shall apply to the arbitration proceedings. In the event of any inconsistency, the terms of this Section shall control. The arbitration shall be administered by JAMS and conducted in the County of Contra Costa. If the proceeding is pursuant to AAA Commercial Rules, the arbitrator selection process shall apply. If the JAMS rules are employed, and the Parties are unable to select an arbitrator by mutual agreement, JAMS shall select a qualified arbitrator from its panel. If JAMS is unwilling or unable to (a) serve as the provider of arbitration or (b) enforce any provision of this arbitration clause, the Parties may mutually designate another arbitration organization with similar procedures to serve as the provider of arbitration. If the Parties cannot agree on the arbitration organization, the Presiding Judge of the Contra Costa County Superior Court shall designate such an organization upon the petition of either Party.

(1) The arbitrator shall be independent of, and unaffiliated with, each Party and shall not ever have been an employee of either Party, under contract with either Party in the past five (5) years or have acted as an arbitrator for such Party within the past five (5) years.

(2) Within twenty (20) days after initiation of the arbitration, if not previously done so under the terms of this Agreement, the Parties shall simultaneously submit to each other and the arbitrator their respective best or final offer for the item subject to the valuation dispute, with such supporting information as is reasonably necessary to support such suggested value. If the two (2) valuations so submitted differ by less than or equal to ten percent (10%) of the higher of the two (2), the average of the two (2) shall become the agreed-upon and binding amount for purposes of this Agreement and the arbitration shall not be continued. If the two (2) valuations differ by more than ten percent (10%) of the higher of the two (2), then the arbitrator shall make a determination of the relevant value and submit such determination to both Parties. This third valuation will then be averaged with the closer of the two (2) previous valuations and the result shall be the relevant value. In no event shall the arbitrator award, on a quantum meruit or other basis, an amount that is greater than any amount set forth in this Agreement. The final arbitrated value shall be binding on the Parties.

(3) The arbitrator shall have the authority and power to award costs, but not including attorneys' fees, to the prevailing Party. The American Rule shall apply with respect to attorneys fees, with each Party to bear its own attorneys fees.

(4) By agreeing to binding arbitration for Arbitration Valuation Items, the Parties irrevocably and voluntarily waive any right they may have to a trial by jury to the extent permitted by law.

Acknowledgement of waiver of rights to trial by jury if proceeding with binding arbitration pursuant to Section 8.17.4 of this Agreement:

Authority

[Contractor]

8.17.5 Pendency of Dispute

During the pendency of any dispute under Section 8.17, all applicable time periods directly related to the dispute shall be tolled until its resolution; provided, however, that no tolling shall apply to any matters other than those directly related to the dispute and such tolling shall not entitle a Party to breach, default, or fail to perform its obligations under this Agreement. In addition, the pendency of any dispute shall not stay or affect the Authority's remedies under this Agreement.

8.18 Criminal Activity of Contractor

8.18.1. Notice of Convictions or Pleas

The Contractor shall Immediately Notify the Authority upon the occurrence of any Convictions or Pleas with respect to its management, employees, or representatives and use Reasonable Business Efforts to Immediately Notify the Authority with respect to Contractor or any of its representatives.

8.18.2 Contractor Cure

Upon the occurrence of any Convictions or Pleas, the Contractor shall do or cause to be done both of the following:

- (i) As soon as permitted under Applicable Law, terminate from employment or remove from office the offending employee who is an individual, or, with respect to a employee that is the Contractor or an Affiliate, the individual or individuals responsible for the Criminal Activity; and
- (ii) Immediately eliminate the participation by that employee who is an individual or, with respect to an employee that is the Contractor or Affiliate of the individual or individuals responsible for the Criminal Activity, or in any position of influence.

Should Contractor be unable to terminate the offending employee, said individual(s) shall be replaced in their capacity as relative to this Agreement.

8.18.3 Authority Remedies

Subject to Section 7.1.1, the Authority, at its sole discretion, may terminate the Agreement upon thirty (30) Calendar Days Notice to the Contractor, or may impose those other sanctions (which may include financial sanctions, temporary suspensions or any other condition deemed appropriate short of termination) as it shall deem proper, if the following events are continuing at the end of those thirty (30) Calendar Days:

- (i) the Contractor or any Affiliate fails to comply with its obligations under Section 7.1.1; or,
- (ii) Criminal Activity with respect to this Agreement.
- (iii) Criminal Activity involving managers and officers directly responsible for the performance of services under this Agreement.

Contractor must be given the opportunity to present to Authority Contract Manager evidence in mitigation during the preceding Notice period and Authority must consider that evidence.

8.18.4 Prohibited Transfers

The Contractor shall not hire or transfer from any Affiliate any employee, officer or director of an Affiliate who is the subject of any Criminal Activity as an employee under this Agreement and shall not allow its Affiliates to do so.

8.19 Liquidated Damages

8.19.1 General

The Parties acknowledge that Authority incurred considerable time and expense procuring this Agreement in order to secure an improved level of service quality and increased Authority satisfaction. Therefore, consistent and reliable Services are of utmost importance to the Authority, Franchise Agencies, and Customers. Authority has considered and relied on Contractor's representations as to its quality of service commitment in entering into this Agreement, and Contractor's breach of its Service obligations referenced in this Section above represents a loss to the Authority. The Parties further recognize that quantified standards of performance are necessary and appropriate to ensure quality, consistent and reliable Service, and if Contractor fails to meet Service obligations, Authority shall suffer damages (including inconvenience, anxiety, frustration, potential political pressure, criticism and complaint by Generators, lost time for the Authority and the Board of Directors, deprivation of the benefits of the Agreement and loss of bargain) in subjective ways and in varying degrees of intensity that are incapable of measurement in precise monetary terms, and that it is and shall be impracticable and extremely difficult to ascertain and determine the value thereof. In addition, in event of breach or Contractor Default, urgency of protecting public health and safety may necessitate that Authority enter into emergency or short term arrangements for Services without competitive procurement at prices substantially greater than Hereunder, and the monetary loss resulting there from is impossible to precisely quantify. Lastly, termination of this Agreement for Contractor Default and other remedies provided hereunder are, at best, a means of future correction and not remedies that make the Authority whole for past breaches and Contractor Defaults. Therefore, the Parties agree that the liquidated damages listed in Exhibit 8.19 represent a reasonable estimate of the amount of damages, considering all of the circumstances existing on the date of this Agreement, including the relationship of the sums to the range of harm to Authority that reasonably could be anticipated and anticipation that proof of actual damages would be costly or inconvenient. In signing this Agreement, each Party specifically confirms the accuracy of the statements made above and the fact that each Party had ample opportunity to consult with legal counsel and obtain an explanation of this liquidated damage provision at the time that this Agreement was made.

8.19.2 Service Performance Standards; Liquidated Damages for Failure to Meet Standards

Contractor shall pay (as liquidated damages and not as a penalty) the amounts set forth in Exhibit 8.19. The Authority Contract Manager may determine the occurrence of events giving rise to liquidated damages through the investigation or observation or investigation of complaints by Customers or any other party. These performance standards shall consider both effort (e.g., number of meetings with Customers to offer new programs) and results (e.g., Tons of material Recycled). In addition, these liquidated damages shall be in addition to any other remedy the Authority and/or Franchise Agencies may have, which may include, but are not necessarily limited to: a determination of breach of contract, termination of the agreement, or litigation.

Prior to assessing liquidated damages, Authority Contract Manager shall give Contractor Notice of its intention to do so. The Notice shall include a brief description of the incident(s) and non-performance. For events where there is a cure opportunity noted in Exhibit 8.19, Contractor shall have the opportunity to cure such incident(s) and/or non-performance, consistent with the schedules defined therein, and, if Contractor does so, no liquidated damages shall be assessed. The Authority Contract Manager may review (and make copies at its own expense) all information in the possession of Contractor relating to incident(s) and non-performance. The Contractor may, within ten (10) Calendar Days after receiving the Notice, request a meeting with Authority Contract Manager. Upon Contractor's request, the Authority Contract Manager shall present evidence of non-performance. Such evidence shall be provided in writing and through testimony of its employees and others relevant to the incident(s) and non-performance. Authority Contract Manager shall provide Contractor with a written explanation of his or her determination on each incident(s) and non-performance prior to authorizing the assessment of liquidated damages. Subject to the limits of "material impact" described in Section 8.10, with respect to the cumulative amount of any liquidated damages assessed during the preceding twelve month period the decision of Authority Contract Manager shall be final and Contractor shall not be subject to, or required to exhaust, any further administrative remedies.

8.19.3 Amount

Authority may assess liquidated damages for each Calendar Day or event, as appropriate, that Contractor is determined to be liable in accordance with this Agreement in the amounts specified in Exhibit 8.19, subject to a rule of reason regarding when Contractor should have known or been notified by the Authority Contract Manager, as appropriate.

8.19.4 Payment of Liquidated Damages

Contractor shall pay any liquidated damages assessed by Authority Contract Manager within ten (10) Calendar Days after they are assessed. If they are not paid within that period, Authority may proceed against the Performance Surety.

8.19.5 Administrative Nature of Liquidated Damages

The assessment of liquidated damages as described in this Section 8.19 shall be an administrative function within the sole discretion of the Authority Contract Manager and shall not be subject to appeal. In the event that the liquidated damages assessed by the Authority Contract Manager exceed the monetary limits of the Authority Contract Manager's administrative discretion, as described in Section 8.10, Contractor may appeal the Authority Contract Manager's decision to the Authority's Board of Directors and their determination shall be conclusive.

8.20 Guaranty of Contractor's Performance

The Guarantor has agreed to guaranty Contractor's performance of this Agreement including Contractor's Indemnification obligations Hereunder pursuant to a Guaranty Agreement in substantially the form attached as Exhibit 8.20. The Guaranty Agreement is being provided concurrently with Contractor's execution of this Agreement.

8.21 Exercise of Discretionary Actions

Parties shall exercise any approval, disapproval, consent, option, discretion, election, opinion, judgment, or choice under this Agreement, make a requirement under this Agreement or interpret this Agreement ("Discretionary Action") reasonably and in writing. Any mediator or court must find the Party's exercise to be reasonable. Recognizing the essential public health and safety protections this Agreement serves, where this Agreement specifically provides that the exercise of any Discretionary Action is in each respective Party's independent, sole, exclusive, or absolute discretion, control, or judgment, the other Party shall not question or challenge the other Party's exercise thereof. Parties shall, nevertheless, exercise their rights and remedies in good faith in accordance with Applicable Law.

Unless otherwise provided in this Agreement, Authority's Discretionary Actions shall be deemed disapproved or denied, as the case may be, if Authority has not otherwise taken that Discretionary Action within three (3) weeks of Contractor's request.

8.22 Jurisdiction, Venue

To the extent permitted by Applicable Law and subject to choice of venue laws, venue is appropriate in courts sitting in Contra Costa County, California. For cases adjudicated in Federal Court, the appropriate venue is the United States District Court for the Northern District of California.

The site of any other hearing or action, whether mediation, arbitration, or non-judicial, of whatever nature or kind regarding this Agreement, shall be conducted in the County of Contra Costa, California, or as otherwise mutually agreed upon by the Parties.

8.23 Costs and Expenses

Each Party, regardless of the decision of the court, shall pay their own expenses incurred in the process of adjudication.

**** This next section should probably be dropped for the Draft PCA, but should be re-inserted after the RFP ****

8.24 Golden Bear Franchise Agreement

Nothing in this Agreement shall or is intended to apply to, supersede or affect the Exclusive Franchise Agreement Between the City of Richmond and Golden Bear Transfer Services, Inc., dated June 28, 2004 as it may be amended from time to time ("Richmond-Golden Bear Agreement") in any way. Furthermore, with respect to Contractor's representation and warranty set forth in section 9.1 of this Agreement, Contractor represents and warrants that its entry into this Agreement is not a breach of the Richmond-Golden Bear Agreement, so long as all Solid Waste is being directed by the Authority to the Golden Bear Transfer Station, the Approved Transfer Facility, for handling and transport to other facilities, including without limitation Newby Island or Keller Canyon Landfill. The Authority agrees that it shall direct and continue to direct such Solid Waste to the Golden Bear Transfer Station. Such direction of Solid Waste to Golden Bear Transfer Station is limited only by the provisions set forth in Sections 4.12 and 8.12.

ARTICLE 9 REPRESENTATIONS AND WARRANTIES OF CONTRACTOR

9.1 Accuracy of Representations

The Contractor has made, and the Authority is relying on the accuracy of, certain representations in its response to the Authority's requirements regarding its: corporate authorization to enter the Agreement; ability to do so without causing a breach of any agreement or Violation of any Applicable Law or judicial decision subject to the provisions in section 8.24; current or pending litigation; regulatory compliance with regard to the Landfill and Approved Processing Facilities; and, ability to provide the proposed Services in accordance with the permitted capacity of the Landfill and Approved Processing Facilities.

The Contractor understands that the Authority and Franchise Agencies are relying upon the accuracy of the Contractor's representations with regard to the legal and regulatory matters described above as well as with regard to the Contractor's operational plans and costs for implementing the Services described Herein. would be in default of this Agreement, pursuant to Section 7.1.3, in the event that the Authority or Contractor were to determine that any material representation made as an inducement to or explanation of the costs incurred by Contractor under this Agreement was inaccurate.

9.2 Representations and Warranties Regarding Negotiation of Agreement

This Agreement contains all material and required terms to be effective and there shall be no conditions precedent, conditions subsequent, or other conditions or qualifications required or imposed by the Authority or any Franchise Agency, including without limitation, any other or different amendments or modifications to Franchise Agency Collection Franchise Agreements for purposes of that Franchise Agency's approval and execution of the Agreement.

A. Status. Contractor is a corporation duly organized, validly existing and in good standing under the laws of California and is qualified to do business in the State.

B. Authority and Authorization. The Contractor has full legal right, power and authority to execute and deliver this Agreement and perform its obligations under this Agreement. This Agreement has been duly executed and delivered by the Contractor and constitutes a legal, valid and binding obligation of the Contractor enforceable against the Contractor in accordance with its terms.

C. Statements and Information. That portion of the Contractor's Proposal compiled, drafted, made or otherwise delivered by the Contractor, Subcontractors and Affiliates is correct and complete in all material respects at the time originally submitted by Contractor to the Authority.

D. No Conflicts. Neither the execution or delivery by the Contractor of this Agreement, the performance by the Contractor of its Service obligations, nor the fulfillment by the Contractor of the terms and conditions of this Agreement: (1) conflicts with, violates or results in a breach of any Applicable Law; or (2) conflicts with, violates or results in a breach of any term or condition of any judgment, order or decree of any court, administrative agency or other governmental authority. or any agreement or instrument to

which the Contractor or any of its Affiliates is a Party or by which the Contractor or any of its Affiliates' properties or assets are bound, or constitutes a default thereunder.

E. No Approvals Required. No approval, authorization, license, permit, order or consent of, or declaration, registration or filing with any governmental or administrative authority, commission, board, agency or instrumentality is required for the valid execution and delivery of this Agreement by the Contractor, except those as have been duly obtained from its Board of Directors.

F. No Litigation. As of January 1, 2025 there is no action, suit, proceeding or investigation, at law or in equity, before or by any court or governmental authority, commission, board, agency or instrumentality pending or, to the best of the Contractor's knowledge, threatened, against the Contractor wherein an unfavorable decision, ruling or finding, in any single case or in the aggregate, would materially adversely affect the performance by the Contractor of its obligations under this Agreement or in connection with the transactions contemplated by this Agreement, or which, in any way, would adversely affect the validity or enforce ability of this Agreement or any other agreement or instrument entered into by the Contractor in connection with the transactions contemplated by this Agreement.

G. Due Diligence. Contractor has made an independent investigation, examination and research satisfactory to it of the conditions and circumstances surrounding the Agreement and best and proper method of providing Services (including Service types) and labor, equipment and materials for the volume of Services to be provided. Contractor agrees that it shall make no claim against the Authority based on any estimates, statements or interpretations made by any officer, employee, agent or consultant of the Authority in connection with the procurement of this Agreement which proves to be in any respect erroneous.

H. Compliance with Applicable Law. Contractor further represents and warrants that it has fully complied with all Applicable Law, including without limitation law relating to conflicts of interest, in the course of procuring this Agreement.

I. Ability to Perform. Contractor warrants that it possesses the business, professional and technical capabilities to provide Services; has secured and maintains in full force and effect Permits; and possesses the equipment, facility and employee resources required to fully and timely perform Services.

J. Capacity. Contractor warrants that as of January 1, 2025 it has capacity at the Landfill and the Approved Processing Facilities to perform the services required under this Agreement throughout the Term and that it shall maintain that capacity through the Term.

ARTICLE 10 MISCELLANEOUS PROVISIONS

10.1 Exhibits

If any provisions contained in the text of Articles 1 through 10 are inconsistent or conflict with any Exhibits to this Agreement, then the provisions of the text shall govern.

10.2 Section Headings

Any captions or headings following the Exhibit, Section, subsection, paragraph and Article numbers and preceding the operative text of this Agreement is for convenience of reference only and do not control or affect the scope, intent, meaning, construction, interpretation, or effect of this Agreement.

10.3 Interpretation and Construction

10.3.1 Drafting

This Agreement must be interpreted and construed reasonably and neither for nor against either Party, regardless of the degree to which either Party participated in its drafting. Contractor acknowledges that it determined to participate in the procurement of this Agreement upon its own choice and initiative and during the course of that procurement Authority solicited Contractor's comments, exceptions and proposals with respect to provisions in the Agreement. The Parties have negotiated this Agreement at arms length and with advice of their respective attorneys, and no provision Herein is construed against the Authority solely because it prepared this Agreement in its executed form.

10.3.2 Gender and Plurality

Words of the masculine gender include correlative words of the feminine and neuter genders, and vice versa. Words importing the singular number mean and include the plural number, and vice versa, unless the context demands otherwise.

10.3.3 Font

Any underlined, italicized, bold-faced, upper captioned or other font style are for ease of reading and contract administration only and do not imply relative importance or unimportance of any provision of this Agreement.

10.3.4 References to Parts

References to Sections and Articles refer to Sections and Articles of this Agreement, unless specified otherwise. References to Exhibits refer to Exhibits attached to this Agreement. Reference to "subsections" refers to the subsection contained in the same Section in which the reference occurs, unless otherwise provided.

10.3.5 Examples

Examples are for purpose of illustration only. If any example is ambiguous or is inconsistent or conflicts with the text that it illustrates, the text governs.

10.3.6 Specifics No Limitation on Generalities

The mention of any specific duty or liability imposed upon the Contractor may not be construed as a limitation or restriction of any general liability or duty imposed upon the Contractor by this Agreement or Applicable Law.

10.4 Amendment

The Parties may change, modify, supplement, or amend this Agreement only upon written agreement duly authorized and executed by both Parties. However, wherever reports, forms, or other documents are attached to this Agreement in substantially the form provided in the Exhibits, the Authority Representative and Contractor Representative may edit and revise them upon their agreement or otherwise provided in the related sections of this Agreement, evidenced in writing unless this Agreement or Applicable Law specifically requires approval of the Authority Board of Directors pursuant to resolution or otherwise.

10.5 Severability

If any clause, sentence, provision, subsection, Section, or Article of this Agreement or Exhibit to this Agreement (an Agreement Provision) is ruled unconstitutional, illegal, invalid, non-binding, or unenforceable by any court of competent jurisdiction, then the Parties shall:

- (1) Promptly meet and negotiate a substitute for those Agreement Provisions and any related amendments, deletions, or additions to other provisions of this Agreement, which together effect the Parties' original intent to the greatest extent allowable under Applicable Law; and,
- (2) If necessary or desirable to accomplish preceding item (1), apply to the court that made that ruling for a judicial construction of the substituted Agreement Provision and any amendments, deletions, or additions to this Agreement. Contractor shall pay Authority half of the Direct Costs of that application within twenty (20) Calendar Days of Authority's request if Contractor or a third Person other than the Authority instituted proceedings resulting in the ruling.

The unconstitutionality, illegality, invalidity, non-binding nature, or unenforceability of any Agreement Provision shall not affect any of the remaining provisions of this Agreement. This Agreement shall be construed and enforced as if that Agreement Provision did not exist.

10.6 Costs of Enforcing Agreement

Contractor shall pay to the Authority the Authority's Costs, including attorneys' fees, reasonably incurred by or on behalf of the Authority enforcing payment or performance of Contractor's obligations under this Agreement if non-payment or non-performance results in a Contractor Default.

10.7 Authority

Authority warrants that the officers listed below have been duly authorized by the Authority to execute this Agreement on behalf of the Authority. Contractor warrants that the individuals listed below have been duly authorized by the Contractor to execute this Agreement on behalf of the Contractor.

The Authority and Member Agencies represent and warrant that the Authority and Member Agency negotiating team consisting of representatives from the Cities of Richmond, El Cerrito, Pinole, Hercules and San Pablo, and the Authority Executive Director each and collectively have the full right and authority from the Authority Board or the Member Agencies' city councils, as the case may be, to negotiate fully and in good faith a mutually acceptable Agreement.

10.8 Counterparts

This Agreement may be executed in any number of counterparts, some of which may not bear the signatures of all Parties to this Agreement. Each counterpart, when so executed and delivered, is deemed to be an original and all counterparts, taken together, shall constitute one and the same instrument; provided, however, that in pleading or proving this Agreement, it shall not be necessary to produce more than one (1) copy (or sets of copies) bearing the signature of the Contractor or Authority.

IN WITNESS WHEREOF, the Parties have caused the Agreement to be executed as of the latter of the date written below.

**West Contra Costa
Integrated Waste Management Authority**

Contractor

By: _____

By: _____

Executive Director

Area President

Approved as to Form:

Approved as to Form:

Attorney

Contractor Legal Counsel

Attest:

Authority Clerk

EXHIBIT 1 DEFINITIONS

For purposes of this Agreement, unless a different meaning is clearly required, the following words and phrases shall have the following meanings respectively ascribed to them by this Exhibit and shall be capitalized throughout this Agreement:

“Act” means the California Integrated Waste Management Act of 1989 set forth in PRC Section 40000, *et seq.*

“Actions” means all actions including claims, demands, causes of action, suits, mediation, arbitration, hearings, investigations, inquiries and proceedings, whether legal, judicial, quasi-judicial, governmental or administrative in nature and whether threatened, brought, instituted or settled.

“Affiliate” means all businesses (including corporations, limited and general partnerships, and sole proprietorships) which are directly or indirectly related to Contractor by virtue of direct or indirect Ownership interests or common management shall be deemed to be “Affiliated with” Contractor and included within the term “Affiliates” as used Herein. An Affiliate shall include a business in which Contractor Owns a direct or indirect Ownership interest, a business which has a direct or indirect Ownership interest in Contractor and/or a business which is also Owned, controlled, or managed by any business or individual which has a direct or indirect Ownership interest in Contractor. For purposes of determining whether an indirect Ownership interest exists, the constructive Ownership provisions of Section 318(a) of the Internal Revenue code of 1986, as in effect on the date of this Agreement, shall apply; provided, however, the (i) “ten percent (10%)” shall be substituted for “fifty percent (50%)” in Section 318(a)(2)(C) and in Section 318(a)(3)(C) thereof; and (ii) Section 318(a)(5)(C) shall be disregarded. For purposes of determining Ownership under this paragraph and constructive or indirect Ownership under Section 318(a), Ownership interest of less than ten percent (10%) shall be disregarded and percentage interests shall be determined on the basis of the percentage of voting interest or value which the Ownership interest represents, whichever is greater.

“Authority Contract Manager” means the Authority’s Executive Director or his/her designee who is responsible for the administrative management of this Agreement.

“Agreement” means this Agreement between the Authority and Contractor, including all exhibits, schedules and attachments, which are incorporated in this Agreement by reference, as this Agreement may be amended and supplemented.

“Alternative Daily Cover (ADC)” means cover material used to cover compacted Solid Wastes in a landfill, other than Organic Materials and other than at least six (6) inches of earthen material, placed on the surface of the active face of the refuse fill area at the end of each operating day to control vectors, fires, odors, blowing litter, and scavenging, as defined in Section 20164 of the California Code of Regulations as may be amended from time to time.

“Applicable Law” means all laws, statutes, rules, regulations, guidelines, Permit conditions, Permits, Actions, determinations, orders, approvals or requirements of the United States, State, regional or local government authorities, agencies, boards, commissions, courts or other bodies having applicable jurisdiction, that from time to time apply to or govern Services or the performance of the Parties' respective obligations under this Agreement, including any of the foregoing which concern health, safety, fire, environmental protection, labor relations, mitigation conditions and monitoring plans in accordance with environmental impact statements, conditional use permits; building codes, zoning, non-discrimination; and the Transfer or Disposition of Solid Waste, Organic Materials, and Recyclable Materials, and including but not limited to:

- (1) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, (42 U.S.C. Section 9601 et seq.);
- (2) the Resource Conservation and Recovery Act, (42 U.S.C. Section 6901 et seq.);
- (3) the Clean Air Act, (42 U.S.C. Section 7401 et seq.); and the California Clean Air Act (Health and Safety Code Sections 39000 et seq.);
- (4) the Emergency Planning and Community Right to Know Act, (42 U.S.C. Section 11001 et seq.)
- (5) the Occupational Safety and Health Act, (29 U.S.C. Section 651 et seq.), including the Solid Waste Disposal Facility Criteria promulgated by the U.S. EPA on October 9, 1991 (40 C.F.R., Parts 257 and 258); and the California Occupational Safety and Health Act (California Labor Code, Division 5, Parts 1-10, Section 6300 et seq.);
- (6) the California Hazardous Waste Control Act, (California Health & Safety Code, Section 25100 et seq.);
- (7) California Hazardous Materials Release Response Plan and Inventory Act (California Health & Safety Code Section 25500 et seq.);
- (8) the Carpenter-Presley-Tanner Hazardous Substance Account Act, (California Health & Safety Code Section 25300 et seq.);
- (9) California Underground Storage Tank Act, (California Health & Safety Code, Section 25280 et seq.);
- (10) the Clean Water Act (33 U.S.C. Section 1251 et seq.) and the Porter-Cologne Water Quality Control Act, (California Water Code Section 13000 et seq.);
- (11) the Safe Drinking Water and Toxic Enforcement Act “Proposition 65” , (California Health and Safety Code Section 25249.5 et seq.);
- (12) California Public Resources Code Sections 45300-04, 45700, California Health & Safety Code Sections 40511, 41805.5, and 42311.5, and California Water Code Section 13273);

- (13) Title 14 California Code of Regulations;
- (14) Title 22 California Code of Regulations;
- (15) Title 23 California Code of Regulations, Chapter 15, Sections 2510-2610; and
- (16) Title 27 California Code of Regulation.

Any other government required rules, laws, statutes, regulations, guidelines, or policies which are imposed upon Contractor and not discretionary, governing the provision of the Services outlined within this Agreement.

“Approved Construction and Demolition Processing Facility” means the West Contra Costa Sanitary Landfill Organic Materials Processing Facility located at 1 Parr Blvd. in Richmond, California, which was selected by the Contractor and approved by the Authority as the site for the performance of services under Section 4.1.6 of this Agreement. Change in facility designation for the performance of such services shall require written authorization of the Authority Contract Manager.

“Approved Dry Materials Processing Facility” means the Newby Island Resource Recovery Park located at 1601 Dixon Landing Road in Milpitas California, which was selected by the Contractor and approved by the Authority as the site for the performance of services under Section 4.1.4 of this Agreement. Change in facility designation for the performance of such services shall require written authorization of the Authority Contract Manager.

“Approved Household Hazardous Waste (HHW) Facility” means the West County HHW Collection Facility at 101 Pittsburg Avenue in North Richmond, California which is used by the Contractor as the site for accepting and managing household hazardous waste from residents and conditionally exempt small quantity generators within the Authority’s service area as well as the surrounding unincorporated communities of Crockett, Kensington, Port Cost and Tormey pursuant to the terms of an agreement between the Authority, Contractor and the County.

“Approved Organic Materials Processing Facility” means the West Contra Costa Sanitary Landfill Organic Materials Processing Facility located at 1 Parr Blvd, Richmond, California, which was selected by the Contractor and approved by the Authority as the site for the performance of services under Section 4.1.5 of this Agreement. Change in facility designation for the performance of such services shall require written authorization of the Authority Contract Manager.

“Approved Processing Facility(ies)” means the Approved Organic Materials Processing Facility, Approved Construction and Demolition Processing Facility, Approved Transfer Station, and/or the Approved Recyclable Materials Processing Facility.

“Approved Recyclable Materials Processing Facility” means West County Resource Recovery Facility located at 101 Pittsburg Ave, Richmond, California or the Newby Island Resource Recovery Park located at 1601 Dixon Landing Road in Milpitas, CA which were selected by the Contractor and approved by the Authority as the locations for the performance of services under Section 4.1.3 of this Agreement. Change

in facility designation for the performance of such services shall require written authorization of the Authority Contract Manager.

“Approved Transfer Station” means the Golden Bear Transfer Station owned by the Contractor and located 1 Parr Blvd, in Richmond California, which was selected by the Contractor and approved by the Authority as the site for the performance of services under Section 4.1.1 of this Agreement.

“Assign or Assignment” means:

- (i) selling, exchanging or otherwise transferring effective control of management of the Contractor (through sale, exchange or other transfer of outstanding stock or otherwise);
- (ii) issuing new stock or selling, exchanging or otherwise transferring 20% or more of the then outstanding common stock of the Contractor;
- (iii) any dissolution, reorganization, consolidation, merger, re-capitalization, stock issuance or re-issuance, voting trust, pooling agreement, escrow arrangement, liquidation or other transaction which results in a change of Ownership or control of Contractor;
- (iv) any Assignment by operation of law, including insolvency or bankruptcy, making Assignment for the benefit of creditors, writ of attachment of an execution, being levied against Contractor, appointment of a receiver taking possession of any of Contractor’s tangible or intangible property;
- (v) any combination of the foregoing (whether or not in related or contemporaneous transactions) which has the effect of any that transfer or change of Ownership or control of Contractor.

“Authority” means the West Contra Costa Integrated Waste Management Authority, its Board of Directors, staff, and/or agents.

“Calendar Year” means a successive period of twelve (12) months commencing on January 1 and ending on December 31.

“CCR” means California Code of Regulations.

“Change in Law” means the occurrence of any event or change in Applicable Law as follows:

- (1) the adoption, promulgation, repeal, modification, amendment or other change in Applicable Law or change in judicial or administrative interpretation thereof occurring after January 1, 2025, other than laws with respect to taxes based on or measured by net income, or any unincorporated business, payroll, franchise taxes levied by any tax board (other than franchise fees levied by the Authority) or employment taxes; or
- (2) any order or judgment of any federal, State or local court, administrative agency or governmental body issued after January 1, 2025 and the order or judgment is not also the result of the willful misconduct or negligent action or inaction of the Party relying thereon or of any third party for whom the Party relying thereon is directly responsible; or

- (3) the imposition by a governmental authority or agency of any new or different material conditions in connection with the issuance, renewal, update or modification of any Permit after the date of this Agreement; or
- (4) the failure of a governmental authority or agency to issue or renew, or delay in the issuance or renewal of, or the suspension, interruption or termination of, any Permit after the date of this Agreement; provided the failure to issue or the suspension or termination of any Permit is not the result of negligent action or inaction of the Party relying thereon or any third party for whom the Party relying thereon is directly responsible.

“Closure” means closure of the Landfill or portions of the Landfill in accordance with Applicable Law, including all planning, design, regulatory approvals, plan implementation, construction and monitoring.

“Collection Franchise Agreement(s)” refers to the franchise agreements between the Franchise Agencies and their Franchised Collector, either individually or collectively.

“Commercial” shall mean of, from or pertaining to non-Residential premises where business activity is conducted, including, but not limited to, retail sales, services, wholesale operations, manufacturing, and industrial operations, but excluding businesses conducted upon Residential property which are permitted under applicable zoning regulations and are not the primary use of the property.

“Compost” means a controlled biological decomposition of organic materials that are Source Separated from the municipal Solid Waste stream, or which are separated at a centralized facility.

“Compostable Food Ware” means a subset of Organic Material, Compostable Food Ware is a product capable of Composting as of the Effective Date and labeled in accordance with California law, or is consistent with the timeline and specifications of ASTM D6400 and D6868, without regard to material type. The Parties’ intention is to maximize composting of such materials; as new commodities become available, and as long as materials are compostable in a commercially feasible and reasonable manner, they will be considered to be Organic Material.

“Compost Product” means the product resulting from Composting, the controlled biological decomposition of organic materials, that are source separated from the municipal solid waste stream, or which are separated at a centralized facility.

“Contractor” means West County Resource Recovery, Inc., West Contra Costa Sanitary Landfill, Inc., Golden Bear Transfer Services, Inc., Richmond Sanitary Service, Inc. and Keller Canyon Landfill Company, Inc. organized and operating under the laws of the State of California. For purposes of Indemnities, Contractor shall include Contractor’s employees, officers, agents, subcontractors and consultants performing or responsible for performing Services; provided that only signatory Contractors, corporations, are obligated to provide Indemnities and its employees, officers, agents, subcontractors, and consultants shall not be liable therefore as individuals.

“Contractor Default” has the meaning provided in Section 7.1.

“Construction and Demolition (C&D) Materials” includes but is not limited to concrete, cinder blocks, brick, mortar, wood, glass and other material removed and discarded during the alteration, renovation, remodeling, repair, construction or demolition of pavements, houses, commercial buildings or structures which can be separated from Solid Waste for the purpose of reuse, Processing or re-manufacture.

“Conviction” means a Plea, criminal Conviction, permanent mandatory or prohibitory injunction, or a final judgment or order from a court or regulatory agency of competent jurisdiction with respect to Criminal Activity.

“Criminal Activity” means, but is not limited to:

- (1) any criminal offense in connection with obtaining, attempting to obtain, procuring or performing a public or private agreement related to Solid Waste, Organic Materials, or Recyclable Materials Services of any kind (including collection, hauling, Transfer, Processing, Composting, or Disposal), including this Agreement; or
- (2) bribery or attempting to bribe a public officer or employee of a local, State, or federal agency; or
- (3) fraud, embezzlement, extortion, racketeering, false claims, false statements, forgery, falsification or destruction of Records, obstruction of justice, knowingly receiving stolen property, theft, or misprision (failure to disclose) of a felony; or
- (4) unlawful Disposal of Hazardous or Designated Waste; or
- (5) Violation of antitrust laws, including laws relating to price-fixing, bid-rigging and sales and market allocation, and of unfair and anti-competitive trade practice laws, including with respect to inflation of waste collection, hauling or Disposal fees.

“Day” means calendar day.

“Designated Waste” means non-Hazardous Material which may pose special Disposal problems because of its potential to contaminate the environment and which may be Disposed of only in Class II Disposal sites, or Class III Disposal sites pursuant to a variance issued by the California Department of Health Services or pursuant to applicable Permits. Designated Waste consists of those substances classified as Designated Waste by the State, in CCR Title 23, Section 2522.

“Direct Costs” means the sum of:

- (1) payroll costs directly related to the Contractor’s performance, or supervision of any obligation pursuant to the provisions of this Agreement, or Authority’s administration and enforcement of this Agreement, comprised of compensation and fringe benefits, including vacation, sick leave, holidays, retirement, workers compensation insurance, federal and State unemployment taxes and all medical and health insurance benefits, plus
- (2) the costs of materials, Services, direct rental costs and supplies, plus

- (3) the reasonable costs of any payments to subcontractors necessary to and in connection with the performance under or administration and enforcement of this Agreement; plus
- (4) any other cost or expense which is directly or normally associated with the task performed.

Such Direct Costs are to be substantiated by (i) a certificate signed by the principal financial officer of the Contractor or the authorized representative of the Authority or his or her designee, as the case may be, setting forth the amount of the cost and the reason why the cost is properly chargeable to the Authority or the Contractor, as the case may be, and representing that the cost is an arm's length and competitive price, if there are competitive prices, for Service or materials supplied; and (ii) if the Authority or the Contractor requests, as the case may be, additional back-up documentation as may be available to reasonably substantiate any Direct Cost, including invoices from suppliers and subcontractors. Direct Costs excludes Non-Allowable Costs.

"Disposal or Dispose (or other variation thereof)" means the final Disposition of Solid Waste in accordance with this Agreement at the Landfill.

"Diversion or Divert" means to Divert from landfill Disposal or transformation through source reduction, reuse, Recycling, Composting, or other means within the meaning of the Public Resources Code Section 41780.

"Diversion Goal Meeting" means a triennial meeting, described in Section 4.21 of this Agreement, between the Authority and Contractor, where the parties assess the progress towards achieving a seventy five percent (75%) Diversion goal by 2020. Nothing in this definition is to be interpreted as a 75 % diversion guarantee.

"Dry Material" means discarded material which is placed for Collection by the Generator as Solid Waste, but is Collected separately from other Generator's Solid Waste by a Franchised Collector for the purpose of Diversion. This material is generally characterized as having a large amount of Recoverable paper, cardboard, and plastic and having fifteen percent (15%) or less by weight of Organic Materials.

"Food Scraps" means materials that shall decompose and/or putrefy including: (i) all kitchen and table food waste; (ii) animal or vegetable waste that is generated during or results from the storage, preparation, cooking or handling of food stuffs; (iii) discarded paper that is contaminated with Food Scraps; (iv) fruit waste, grain waste, dairy waste, meat, and fish waste; and, (v) non-Recyclable paper or contaminated paper. Food Scraps are a subset of Organic Materials.

"Franchise Agency(ies) or Franchising Agencies" means the County of Contra Costa and the cities of Hercules, Pinole, Richmond and San Pablo, collectively.

"Franchised Collector" means the company given the exclusive or limited right, by a Franchise Agency, to Collect Solid Waste, Organic Materials, and/or Recyclable Materials within the physical jurisdiction of that agency.

“Generator” means any Person whose act or process produces Solid Waste or Unpermitted Waste or other material that becomes part of the overall waste stream.

“Goods or Services” means subcontracted Goods or Services used in providing Services, specifically labor, equipment, and supplies related to furnishing Services.

“Governmental Fees” are federal, state or local fees or general or special taxes, including a business license tax, imposed on Solid Waste management and handling facilities, including the Landfill and any and all Approved Processing Facilities pursuant to this Agreement. Governmental Fees do not include any costs imposed upon or incurred by the Landfill or Approved Processing Facility(ies) in connection with a governmentally required repair, remediation and improvement of the subject facility, except to the extent that such requirement is the result of a Change in Law under this Agreement.

“Gross Receipts” shall mean total cash receipts collected from Customers by the Contractor for the provision of Services pursuant to this Agreement, without any deductions. Gross Receipts do not include revenues from the sale of Recyclable Materials.

“Guarantor” means Republic Services, Inc.

“Guaranty Agreement” is the agreement in substantially the form attached as Exhibit 8.21 executed by the Guarantor.

“Hazardous Materials or Hazardous Waste” are materials that by reason of their quality, concentration, composition or physical, chemical or infectious characteristics may cause or significantly contribute to an increase in mortality or an increase in serious illness or pose a substantial threat or potential hazard to human health or the environment when improperly treated, stored, Transported or Disposed of or otherwise mismanaged; or any waste which is defined and/or regulated as a Hazardous Waste, toxic waste, hazardous chemical substance or mixture, or asbestos under Applicable Law, and:

- (1) "Hazardous Waste" pursuant to Section 40141 of the California Public Resources Code; regulated under Chapter 7.6 (commencing with Section 25800) of Division 20 of the California Health and Safety Code; all substances defined as Hazardous Waste, acutely Hazardous Waste, or extremely Hazardous Waste by Sections 25110.02, 25115, and 25117 of the California Health and Safety Code (the California Hazardous Waste Control Act), California Health and Safety Code Section 25100 et seq., including 23 CCR Sections 2521 and 2522;
- (2) materials regulated under the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq., as amended (including amendments thereto made by the Solid Waste Disposal Act Amendments of 1980),
- (3) materials regulated under the Toxic Substance Control Act, 15 U.S.C. Section 2601 et seq., as amended, and related federal, State and local laws and regulations, including the California Toxic Substances Account Act, California Health and Safety Code Section 25300 et seq.;
- (4) materials regulated under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601, et seq.;

(5) materials regulated under any future additional or substitute federal, State or local laws and regulations pertaining to the identification, Transportation, treatment, storage or Disposal of toxic substances or Hazardous Waste; and

(6) Any substance the presence of which at the Landfill is prohibited by Applicable Law.

If two (2) or more governmental agencies having concurrent or overlapping jurisdiction over Hazardous Waste adopt conflicting definitions of "Hazardous Waste", for purposes of collection, Transportation, Processing and/or Disposal, the broader, more restrictive definition is employed for purposes of this Agreement.

"Holidays" are defined as New Year's Day, Martin Luther King Holiday, President's Holiday, Easter Sunday, Memorial Day, Fourth of July, Labor Day, Columbus Day, Thanksgiving Day, and Christmas Day.

"Household Hazardous Waste" means any Hazardous Waste generated incidental to owning or maintaining a place of residence, excluding any Hazardous Waste generated in the course of operation of a business concern at a residence, in accordance with Section 25218.1 of the California Health and Safety Code.

"Immediate or Immediately" means within twelve (12) hours.

"Indemnities or Indemnification" means all defense and Indemnities under this Agreement.

"Landfill" means Keller Canyon Landfill which is owned and operated by Contractor and located in Contra Costa County at 901 Bailey Road, Pittsburg, CA.

"Liabilities" means all Liabilities, including:

- (1) Actions;
- (2) Awards, judgments and damages, both: (i) actual damages, whether special and consequential, in contract or in tort, such as natural resource damages, damage for injury to or death of any Person; and damage to property; and (ii) punitive damages;
- (3) Contribution or indemnity claimed by Persons other than the Parties;
- (4) Injuries, losses, debts, liens, Liabilities;
- (5) Costs, such as response remediation and removal costs;
- (6) Interest;
- (7) Fines, charges, penalties, forfeitures; and
- (8) Expenses such as attorney's and expert witness fees, expenditures for investigation and remediation, and costs incurred in connection with defending against any of the foregoing or in enforcing Indemnities.

“Medical Waste” means those waste materials that have disease transmission potential and are classified as Hazardous Wastes by the State Department of Health Services, including pathological and surgical wastes, medical clinic wastes, wastes from biological laboratories, syringes, needles, blades, tubing, bottles, drugs, patient care items that as linen or personal or food service items from contaminated areas, chemicals, personal hygiene wastes, and carcasses used for medical purposes or with known infectious diseases, where “Infectious Waste” means biomedical waste generated at hospitals, public or private medical clinics, dental offices, research laboratories, pharmaceutical industries, blood banks, mortuaries, veterinary facilities and other similar establishments that are identified in the California Health and Safety Code Section 25117.5;

“Member Agencies” means the cities of El Cerrito, Hercules, Pinole, Richmond and San Pablo, collectively. The City of El Cerrito is a Member Agency as defined in the Authority’s Joint Powers Agreement, however is not covered by or included in this Agreement.

“Niche Service(s)” means performance of additional post-collection materials Recovery services or activities that are:

- (1) Specific recovery methods or programs;
- (2) Solely targeting Recovery of certain materials within the municipal waste stream (e.g., mattress recovery); or,
- (3) that individually and in the aggregate of all Niche Services requested represent less than the percentages in the associated time line of the total waste stream Tons delivered by the Franchise Collector(s) as follows:

i) For calendar years 2026 through the remaining Term of this Agreement, including any extensions, the maximum percentage shall be five percent (5%).

“Niche Services” does not include, without limitation, processes and methodologies that are designed to capture and process all or significant portions of the post-collection municipal solid waste stream, including use of waste material as feedstock for waste conversion or destruction technologies such as autoclaving or plasma arc gasification. Niche Services are limited to the post-collection waste stream materials and do not conflict with Franchise Collection Agreements.

“Non-Allowable Costs” include the following:

- (1) fines, penalties, assessments and other amounts paid for Violations or noncompliance with Applicable Law or in settlement of claims or allegations of noncompliance with Applicable Law;
- (2) any costs of indemnifications, including Indemnification, Liabilities, or any mediation, arbitration or judicial proceeding, whether formal or informal;
- (3) any contributions or donations to any Person (including charitable, non-profit, service or other community groups, and elected officials), including cash, property and services in kind;

(4) lobbying costs, whether cash, property or services in kind, such as:

-costs incurred in any direct or indirect attempt to influence the outcome of any federal, State or local election, referendum, initiative or similar process by citizen electorate or vote upon resolutions, ordinances or other action items by elected officials (including members of the Authority Board of Directors, city council, or a county board of supervisors), through cash contributions, endorsements, publicity or other action;

-establishing, administering, contributing to, or paying the expense of a candidate, political party, campaign, political action committee, or other Person or organization established for the purpose of influencing the outcomes of elections or vote, including votes on resolutions, ordinances or other actions by elected bodies such as the Authority Board of Directors, city council, or a county board of supervisors;

-attempts to influence (i) the introduction of federal, State or local legislation or (ii) the enactment or modification of any pending federal, State or local legislation through communication with any member or employee of Congress, a State legislature or local governing body, or by preparing, distributing or using publicity;

-legislative liaison activities when those activities are carried on in support of, or in knowing preparation for, an effort to engage in unallowable activities; and

(5) costs of preparing documentation, including cost, financial and accounting books and Records, upon request of Authority or any accountant, auditor, financial analyst or consultant retained by Authority, incurred to substantiate Direct Costs, or allocation thereof.

“Notice” means a Notice given in accordance with Section 8.9.

“Organic Materials” means those Yard Trimmings and Food Scraps which are specifically accepted at the Approved Organic Materials Processing Facility. No Discarded Material shall be considered to be Organic Materials, however, unless it is separated from Solid Waste and Recyclable Material.

“Overs” means portion(s) of Organic Material that is/are not suitable for composting. Also called compost-overs, these are large, woody parts of the compost pile that have not completely broken down during the composting process. Overs also include plastics and other non-compostable items in the Organic Material. Overs comprise approximately 7.5 percent of the Organic Material composted.

“Ownership” has the meaning provided under the constructive Ownership provisions of Section 318(a) of the Internal Revenue Code of 1986 except that (1) ten percent (10%) is substituted for fifty percent (50%) in Section 318(a)(2)(C) and in Section 318(a)(3)(C) thereof; (2) Section 318(a)(5)(C) is disregarded; (3) Ownership interest of less than ten percent (10%) is disregarded; and, (4) percentage interests is determined on the basis of the percentage of voting interest or value which the Ownership interest represents, whichever is greater.

“Party or Parties” refers to the Authority and Contractor, individually or together.

"Permits" means applicable federal, State, Authority, other local or regional governmental unit Permits, orders, licenses, approvals, authorizations, consents and entitlements that are required under Applicable Law to be obtained or maintained by Contractor in order to perform the Services, as renewed or amended from time to time.

"Person(s)" includes an individual, firm, association, organization, partnership, corporation, trust, joint venture, the United States, the State, local governments and municipalities and special purpose districts and other entities.

"Pleas" means the Contractor or any of its representatives has pled "guilty" or entered a Plea of "nolo contendere" or "no contest" to Criminal Activity relating to this Agreement.

"Post-Closure" means Post-Closure of the Landfill or portions of the Landfill in accordance with Applicable Law, including all maintenance and monitoring.

"Post-Collection Rate" or "PCR" means the maximum amount Contractor, through the Franchise Collector's billing system, may charge Customers based on their Sector and collection service level which are established in the manner described in Section 5.4. Contractor may, in its sole discretion, charge any amount up to and including the maximum Post-Collection Rate approved by the Authority for the Customer's collection service level. The Post-Collection Rate is distinct from the Rate.

"Process(ing)" means to prepare, treat, or convert through some special method.

"PRC" means the California Public Resources Code.

"Quarterly Report" is described in Section 4.14.

"Rate(s)" means the maximum amount, expressed as a dollar unit per ton, approved by the Authority as initially established in Section 5.2 and annually adjusted consistent with the requirements of Section 5.3 of this Agreement. The Rate is established to provide the basis for calculating the allowable Post-Collection Rate(s). The components of the Rate, as described in Section 5.2, have been established and the initial Rate and its components are presented in Section 5.

"RCRA" means the Resource Conservation and Recovery Act (42 U.S.C. Section 6900 *et. seq.*).

"Reasonable Business Efforts" means those efforts a reasonably prudent business Person would expend under the same or similar circumstances in the exercise of that Person's business judgment, intending in good faith to take steps calculated to satisfy the obligation that that Person has undertaken to satisfy.

"Records" means all ledgers, books of account, invoices, vouchers, canceled checks, logs, correspondence and other Records or documents evidencing or relating to Rates, Tonnages, satisfaction of Contractor's obligations under this Agreement and performance of the terms of this Agreement, damages payable under this Agreement and Contractor Defaults, including those Records described in Sections 4.3, 4.4, 4.14, 4.17, 4.18, 8.14, 8.15 and 10.1.

“Recovered Material” means Recyclable Materials, Organic Materials, C&D materials, and Dry Materials that are Recovered.

“Recovery or Recover or Recovered (or other variations thereof)” means the picking, pulling, sorting, separating, classifying and Recovery of Recyclable Materials from Solid Waste whether by manual or mechanical means, after acceptance of the materials and before marketing of Recovered Materials, including Recycling, material reuse and Recovery, mulching, Composting, land application or transformation.

“Recycle(ing)” means the process of sorting, cleansing, treating and reconstituting materials that would otherwise be Disposed of at a landfill for the purpose of returning such materials to the economy in the form of raw materials for new, reused or reconstituted products.

“Recyclable Materials” means materials that are reused, remanufactured, or processed. This definition is inclusive of both Traditional Recyclable and Specialty Recyclable Materials.

“Residential” shall mean of, from, or pertaining to a single-family premises or multi-family premises including single-family homes, apartments, condominiums, townhouse complexes, mobile home parks, cooperative apartments, and yacht harbors and marinas where residents live aboard boats.

“Residue” means Solid Waste remaining as non-marketable commodities following Processing of Recyclable Materials.

“Services” mean all obligations of Contractor under and in accordance with this Agreement to Authority.

“Solid Waste” means and includes all putrescible and nonputrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, rubbish, ashes, industrial wastes, demolition and construction wastes, discarded home and industrial appliances, manure, vegetable or animal solid and semisolid wastes, and other discarded solid and semisolid wastes, as defined in California Public Resources Code §40191 as that section may be amended from time to time. For the purposes of this Agreement, “Solid Waste” does not include abandoned vehicles and parts thereof, Hazardous Waste, or low-level radioactive waste, medical waste, Recyclable Materials, Dry Material, C&D Materials, or Organic Materials.

“Specialty Recyclable Materials” means Recyclable Materials that are not specified as Traditional Recyclable Materials that can be Collected by the Franchised Collector for purposes of Recycling by any Person, including the Authority or the Franchised Collector. For example, Specialty Recyclable Materials include, but are not limited to, large pieces of scrap metal, mattresses, C&D material, pallets, tires, plastic film, carpet, used motor oil, and used motor oil filters.

“Standard Industry Practice” means (1) the then-current development and operations practices and standards of the northern California Solid Waste management industry with respect to Recovery, Diversion, Transfer, Transport and Disposal Services, and (2) the then-current development, operations, Closure, and Post-Closure practices and Solid Waste Association of North America (or any successor organization) Manager of Landfill Operations standards in meeting Contractor’s obligations under this Agreement for Recovery, Diversion, and Disposal Services.

"State" means the State of California.

"Subcontractors" includes any Person that provides Goods or Services to Contractor, whether pursuant to formal, written agreement or merely in fact; subcontract means any arrangement, formal or informal, written or otherwise, between Contractor and a Subcontractor for providing Goods or Services. In no case shall the Contractor's use of a Subcontractor confer upon that subcontractor any third party beneficiary rights under this Agreement.

"Term" is defined in Section 2.2.

"Ton(nage)" means a short Ton of two thousand (2,000) standard pounds where each pound contains sixteen (16) ounces.

"Traditional Recyclable Materials" means Recyclable Materials which are included in the Processing and marketing plan of the Approved Recyclable Materials Processing Facility. The initial list of Traditional Recyclable Materials includes: All mixed paper, cardboard, #1 - #7 plastic beverage and food containers, mixed rigid plastic packaging and other food containers, glass containers (no Pyrex, windows, or mirrors), aluminum cans, tin cans, small pieces of scrap metal, plastic bags (properly bagged together), all mixed plastics, paper cartons, and milk and juice cartons.

"Transfer(ing) (or other variations thereof)" means transferring Solid Waste at the Golden Bear Transfer Station, if any, from Residential Collection vehicles, Commercial Collection vehicles and self-haulers into Transfer Vehicles.

"Transfer Vehicle" means a tractor and trailer designed to haul Solid Waste from any Transfer Station to the Landfill.

"Transport(ation)" means the Transportation of Solid Waste, Organic Materials, and/or Recyclable Materials from any Transfer Station to the Landfill in accordance with Section 4.1.8.

"Uncontrollable Circumstance(s)" means any act, event or condition, whether affecting (i) Services or (ii) either Party, that is beyond the reasonable control of the Party relying thereon and not the result of willful or negligent action or inaction of that Party (other than the contesting in good faith or the failure in good faith to contest that action or inaction), which materially and adversely affects the ability of either Party to perform any obligation under this Agreement, comprised of:

- (1) An act of nature, landslide, lightning, earthquake, fire, tsunami, flood, or other natural disaster (excluding reasonably anticipated weather conditions within the jurisdictional Service Area of the Authority), explosion, sabotage, terrorism, , war, blockade or insurrection, riot, civil disturbance, or other similar catastrophic events;
- (2) The failure of any appropriate federal, State or local public agency or private utility having operational jurisdiction in the area in which the Landfill or Approved Processing Facility is located to provide and maintain utilities, services, water, sewer or power transmission lines thereto;
- (3) A Change in Law other than a Change in Law excluded in item (ii) below; and

- (4) Strikes, work stoppages or other labor disputes or disturbances of Persons other than Contractor or any Affiliates performing Services;

Uncontrollable Circumstances excludes, without limitation:

- (i) Either Party's own breach of its obligations under this Agreement;
- (ii) Adverse changes in the financial condition of either Party or any Change in Law with respect to any taxes based on or measured by net income, or any unincorporated business, payroll, franchise or employment taxes;
- (iii) Strikes, work stoppages or other labor disputes or disturbances lasting longer than ninety-six (96) hours affecting Contractor or any Affiliates performing Services, or Contractor's or Affiliates' inability to hire adequate numbers of personnel who are competent and skilled in the work to which they are assigned;
- (iv) The failure of the Contractor to secure Permits necessary for Services; and,
- (v) As to the Contractor, the failure of any facilities and/or equipment to perform in accordance with any warranties, unless caused by Uncontrollable Circumstances.

"Unpermitted Waste" means wastes or other materials that the Landfill may not receive under their Permits, including:

- (1) All materials that the Landfill is not permitted to accept;
- (2) Asbestos, including friable materials that can be crumbled with pressure and are therefore likely to emit fibers, being a naturally occurring family of carcinogenic fibrous mineral substances, which may be Hazardous Materials if it contains more than one percent (1%) asbestos;
- (3) Ash residue from the incineration of solid wastes, including Solid Waste, infectious waste described in Item (8) below, wood waste, sludge not meeting at a minimum Class B standards as defined by Title 40 of the Code of Federal Regulations, Part 503 (The Standards for the Use or Disposal of Sewage Sludge) and agricultural wastes;
- (4) Hazardous Materials;
- (5) Medical Waste;
- (6) Liquid wastes that are not spadeable, usually containing less than fifty percent (50%) solids, including cannery and food Processing wastes, landfill leachate and gas condensate, boiler blowdown water, grease trap pumpings, oil and geothermal field wastes, septic tank pumpings, rendering plant byproducts, sewage sludge not meeting certain quality criteria (i.e., unclassified sludge less than B), and those liquid wastes that may be Hazardous Wastes;

- (7) Radioactive wastes under Chapter 7.6 (commencing with Section 25800) of Division 20 of the State Health and Safety Code, and any waste that contains a radioactive material, the storage or Disposal of which is subject to any other state or federal regulation;
- (8) Sewage sludge comprised of human (not industrial) residue, excluding grit or screenings, removed from a wastewater treatment facility or septic tank, whether in a dry or semi-dry form not meeting certain quality criteria (i.e., unclassified sludge less than "B"); and/or
- (9) Designated Waste, but only if not permitted at the Landfill under Applicable Law, including Permits.

This definition shall be promptly amended to reflect any applicable changes in permits or Applicable Law.

"Violation" means any Notice, assessment or determination of non-compliance with Applicable Law from any Regulatory Agency to Contractor, after the exhaustion of all appeals and judicial processes, if applicable, whether or not a fine or penalty is included, assess, levied or attached, where Regulatory Agency means any federal, State or local governmental agency that regulates Transfer, Transportation and Disposal of Solid Waste, including California Department of Transportation, California Department of Motor Vehicles, EDD, U.S. Immigration and Naturalization Services, California Air Resources Board, regional water quality management districts, California Department of Toxic Substances, CalRecycle, the Local Enforcement Agency, federal and State Environmental Protection Agencies and other federal or State health and safety department, applicable to Services.

"Working Days or Work Day (or other variations thereof)" means each day of the week excepting Saturdays, Sundays, and Holidays.

"Yard Trimmings" means materials that shall decompose and/or putrefy, including, but not limited to, green trimmings, grass, weeds, leaves, prunings, branches, dead plants, brush, tree trimmings, dead trees, small pieces of unpainted and untreated wood, and other types of organic waste. Yard Trimmings are a subset of Organic Materials.

EXHIBIT 4.1.9 PUBLIC EDUCATION AND OUTREACH

Service Provider understands and recognizes the importance of effective public education and promotion as the key to helping residents and businesses understand more about source reduction, reuse, recycling, and composting.

To best achieve the highest possible level of public education and awareness, Service Provider shall designate three (3) Sustainability Coordinators to supervise, coordinate and implement all public education and outreach activities on our behalf. Service Provider agrees that the Sustainability Coordinators are designated to serve Service Provider within the WCCIWMA service area, and shall not, except in cases of emergency or extraordinary circumstances, have duties and responsibilities outside the service area. The Service Provider Sustainability Coordinators will, in addition to their other employment responsibilities, assist and provide support to RecycleMore for outreach development, execution and implementation. RecycleMore may, at its election, also engage City staff for outreach development. The Service Provider Sustainability Coordinator job description shall include the following tasks in his/her principal areas of responsibility:

Partnership with RecycleMore and Member Agency

1. Serve as a liaisons between RecycleMore and Service Provider
2. Attend RecycleMore Board of Directors, City Council, City staff, and City strategy development meetings, as appropriate
3. Work with the RecycleMore and Member Agencies to develop, coordinate and incorporate municipal activities into Service Provider activities, and vice versa
4. Participate and represent Service Provider-in community activities
5. Oversee customer satisfaction and participation of all program services
6. Participate in annual Service Provider outreach program review with RecycleMore based on performance metrics to be developed by RecycleMore with input from Member Agencies.

Community Outreach

1. Coordinate, develop and produce an education and outreach plan annually for the following calendar year. Provide the plan for the Authority to review no later than October 31st annually. Authority to provide approval before plan is implemented
2. Coordinate implementation of the education and outreach plan
3. Conduct culturally appropriate outreach in English and Spanish (or predominant second language within the service area) as needed
4. Produce visually engaging outreach materials to promote services and programs. Provide draft copies of all written public education and outreach information for distribution to generators, such as notices and

outreach materials (includes but is not limited to new customer service package, annual collection calendars, service information updates, customer reminders, RecycleMore rate change notices) to the Authority for review, comment, and final approval prior to production and distribution to generators. Concurrently submit one sample of said information directly to RecycleMore upon completion.

5. Collaborate with RecycleMore to create annual contamination reduction media campaigns with messaging printed on Service Provider's trucks.
7. Provide quarterly and annual reports and presentations of outreach efforts and metrics to document progress against plans and goals
 - o Reports to include at minimum
 - Number of single-family generators that received outreach
 - Number of businesses and MFDs that received outreach
 - Number of site visits to commercial and MFD properties
 - Number of commercial and MFD trainings provided

SINGLE-FAMILY EDUCATION PROGRAMS

Public Education Activities

1. Prepare a flyer/poster illustrating acceptable materials in Recyclable and Organic Materials Containers, providing instruction on how to prepare Source Separated Recyclable and Source Separated Organic Materials for collection describe the acceptable materials that can be included in the Recyclable and Organic Materials Containers and listing relevant contacts The flyer should emphasize any new Recyclable Materials to be included in Single-Stream Collection and the Organics Collection program.
2. Prepare a "how-to" flyer describing the proper set out procedures for Collection Containers.
3. Incident response press releases are required for each incident that affects the community to be submitted to local media outlets and RecycleMore.
 - RecycleMore to post to website and distribute to regional staff

Promoting Contamination Minimization Programs

1. Incorporate in annual outreach plan the plan for on-call and optional services identifying feasible options Republic could implement to inform generators and remind them about what additional services are available upon request to generators at no additional charge (including services like on-call pick-ups, Christmas tree recycling, food scrap collection pails, etc.)
2. Prepare and distribute (4) quarterly newsletters in the form of a bill insert or other media that inform residents about topics such as availability of on-call Bulky Item/clean-up events, Bulky Item pick-ups, home Composting, proper handling of Household Hazardous Waste, E-Waste, and U-Waste, and environmental conservation. Topic outlines for the quarterly newsletters are to be included in the annual outreach plan, with topics open to suggestions based on the member city agencies, RecycleMore, and current topics that might come up during review.

3. Prepare and distribute bill inserts, brochures, and/or featured quarterly newsletter article describing how to prepare Source Separated Recyclable and Source Separated Organic Materials for Collection. Information shall inform residents as to the acceptable materials that can be included in the Recyclable Materials and Organic Materials Containers and any common contaminants to be excluded from Collection to generators.
4. Prepare and distribute food scrap collection pails to residents upon request via delivery or mail service. Food scrap pails to be stickered with acceptable materials sticker developed and printed by Authority.
5. Collaborate with RecycleMore to create and implement a route review program that meets the requirements of SB 1383.
6. Collaborate with RecycleMore and its contractors to create and implement a Multi-Family Dwelling contamination Minimization program.
7. Prepare and make available through Service Provider's website "how-to" information on recycling, composting, and proper container set-outs in Adobe Acrobat PDF format and provide generators with links for additional resources.

MULTI-FAMILY EDUCATION PROGRAMS

Public Education Activities

1. Collaborate with RecycleMore to develop a multi-family development (MFD) outreach framework.
2. Prepare and distribute information on new programs, Recycling and Diversion programs available, special services available, proper handling and disposal of Household Hazardous Waste, etc.
3. Collaborate with RecycleMore to develop a MFD property manager SB1383 compliance kit to be distributed to MFD property managers and HOAs upon new service starts and annually herein. The kit will also be posted on Service Provider's and RecycleMore's websites. The kit will include the following assets at minimum:
 - Instruction letter to MFD property manager explaining SB1383 compliance requirements and responsibilities for property managers
 - Apartments and condominiums waste services guide brochure
 - Sample lease agreement language regarding SB1383 requirements
 - Tenant notification letter template regarding SB1383 requirements including information on SB1383 requirements, where tenants can get free food scrap collection pails, and a "How-to" flyer describing how to source separate recyclable and organic materials for collection and describe the acceptable materials that can be included in the recyclable and organic materials containers.
 - Posters describing Collection programs for on-site use.

Promoting Contamination Minimization Programs

1. Visit apartment managers or home owners' association meetings or other groups to promote SB1383 compliance and resources offered. Minimum 3 MFD visits per year per member agency (6 for Richmond).
2. Prepare public education material on Recycling, the State and County mandatory Recycling requirements and how to comply, and proper handling of Household Hazardous Waste, E-Waste, and U-Waste and distribute (or arrange for distribution of) materials directly to tenants of Multi-family Premises.
3. Conduct site visits and provide technical assistance as requested by property managers, HOAs, Member Agencies, and RecycleMore.
4. Offer and respond to requests for on-site meetings and workshops. Service Provider will conduct workshops (as requested by property managers, HOAs, Member Agencies, and RecycleMore) that will show property managers and residents, in a hands-on interactive format, how to use the Recycling and Organics program and will provide resources for additional information and support.
5. Prepare and distribute "move-in" kits for property managers and HOAs to provide new tenants. Move-in kits shall include a kitchen pail, recycling bag, waste services brochure, HHW brochure, SB1383 printouts, "How-to" flyer describing the acceptable materials that can be included in the recyclable and organic materials containers and Service Provider's customer service phone number where questions can be answered.
6. As part of Service Provider's website, provide tenants and property managers with access to a dedicated multi-family page which will present "how-to" information for tenants and property managers as well as links to other resources.
7. Collaborate with RecycleMore to create and implement a route review program that meets the requirements of SB 1383.
8. Provide semi- annually a list of MFD generators non-compliant with AB341, SB1383 and any other relevant laws.
9. Collaborate with RecycleMore to prepare and distribute notices to generators that are not compliant with mandatory recycling requirements of AB 341, and/or mandatory organics recycling requirements of SB1383, and/or any other relevant laws.
10. Collaborate with RecycleMore to develop a list of interior recycling and organics containers to make available for MFDs upon request. Containers purchases and inventory will be managed by RecycleMore. RecycleMore will create and procure stick-on labels for the interior bins, and Service Provider Outreach Staff will ensure that interior bins are stickered before distribution.
11. When a new service starts conduct the following activities:
 - Provide a MFD property manager SB1383 compliance kit to educate property managers on regulations and resources available

- Conduct initial site visit to premises to place signage and posters in the waste enclosures and encourage participation in the waste diversion programs

COMMERCIAL EDUCATION PROGRAMS

Public Education Activities

1. Collaborate with RecycleMore to prepare outreach material to businesses that explains the requirements of SB1383 and how to comply, including information about SB 1383 de minimis and physical space waivers. Distribute to businesses upon new service starts and annually via mail service. Make available for download from the Service Provider website.
2. Collaborate with RecycleMore to prepare a flyer and/or "how-to" brochure describing how to prepare recyclables and organic materials for collection. Include information on the acceptable materials that can be included in the recyclable and organic materials containers. Distribute to businesses upon new service starts, site visits, and as requested the business, Member Agencies, and RecycleMore. Make the brochure available in Adobe Acrobat PDF format for download from the Service Provider website.
3. Provide workshops for business managers/owners to learn about SB1383 compliance requirements and how to prepare recyclables and organic materials for collection. Include information on the acceptable materials that can be included in the recyclable and organic materials containers. Utilize business associations (Chamber of Commerce, Rotary Club, etc.) to promote workshops.

Promoting Contamination Minimization Programs

1. Prepare and distribute a quarterly newsletter to commercial generators promoting and explaining diversion and collection programs. Topic outlines for the quarterly newsletters are to be included in the annual outreach plan, with topics open to suggestions based on the member city agencies, RecycleMore, and current topics that might come up during review.
2. Conduct site visits and provide technical assistance to at least 20 (exclusive) businesses per member agency annually (40 for Richmond), and as requested by businesses, Member Agencies, and the Authority.
3. Collaborate with RecycleMore to create an instruction letter to business owners and managers explaining SB1383 requirements and responsibilities.
4. When a new service starts, conduct site visits to the commercial generators to provide SB1383 education, and place waste stream poster in the waste enclosure.
5. Provide waste sorting employee trainings to businesses upon request of the business, Member Agencies, or the Authority.
6. Collaborate with RecycleMore to create and implement a route review program that meets the requirements of SB 1383.
7. Provide annually list of commercial generators non-compliant with AB341, SB1383 and any other relevant laws.
8. Collaborate with RecycleMore to prepare and distribute notices to generators that are not compliant

with mandatory recycling requirements of AB 341, and/or mandatory organics recycling requirements of SB1383, and/or any other relevant laws.

9. Collaborate with RecycleMore to develop a list of interior recycling and organics containers to make available for businesses upon request. Containers purchases and inventory will be managed by RecycleMore. RecycleMore will create and procure stick-on labels for the interior bins, and Service Provider Outreach Staff will ensure that interior bins are stickered before distribution.

SCHOOL OUTREACH

1. RecycleMore will manage the public-school education curriculum and Service Provider Outreach Staff will cooperate and partner with RecycleMore in teaching children how to recycle and compost at school and at home.
2. RecycleMore shall communicate the availability of its educational resources to each school through a variety of media prior to the opening of school each fall and follow up and respond to school/teacher requests for educational materials, resources, presentations, and facility tours throughout the year.
3. RecycleMore shall manage the school outreach calendar and facilitate the scheduling of presentations and facility tours to the recycling facility.
4. Service Provider Outreach Staff will be available to provide up to 24 assembly/presentations per school year, and up to 24 recycling facility tours per school year.
5. Service Provider Outreach Staff will be available to meet with administrators, faculty, facilities personnel, and parents (through PTA meetings and other means) upon request of the school, Member Agencies, or RecycleMore, as needed, to establish and provide training on internal materials capture systems.
6. Service Provider Outreach Staff shall collaborate with RecycleMore to provide educational curriculum and program how-to information in a fun format such as through story-telling, recycling relays, competitions, waste audits, and via video. Educational curriculum, activities, and presentations are geared toward grade level/age group. RecycleMore will review, update, and manage the curriculum as needed.
7. Service Provider Outreach Staff shall be available to work with all schools within the RecycleMore service area, upon request, to identify a recycling champion within each school who will act as the school's recycling coordinator to monitor faculty, staff, and administrators for optimal, proper recycling program participation, know of and utilize educational resources provided by Service Provider and other sources, and communicate recycling program results to students.
8. Presentations and activities will be developed in collaboration with RecycleMore. Presentations will be made available for elementary, junior high, and high school, and will be tailored to each age group. The presentations can be modified according to audience and time constraints. Topics covered include:
 - A brief introduction of the Service Provider

- A brief history of garbage and the industry
 - What is recycling and compost?
 - What do we recycle and compost?
 - The waste diversion process and closing the loop
 - Household hazardous waste and collection
9. Facility tours will be developed in collaboration with RecycleMore, including script/presentation outline and field trip itinerary. RecycleMore will review, update, and manage the field trip program as needed. RecycleMore shall hold the contract with First Student, Inc. or other school bus charter company and arrange for field trip transportation.
10. RecycleMore will provide school age-appropriate giveaways for presentations and facility tours.

SPECIAL EVENTS

1. Service Provider will schedule and manage three (3) HHW one-day collection events annually throughout the RecycleMore service area to collect HHW items from West Contra Costa County residents. Service Provider will work collaboratively with RecycleMore to advertise the events. Service Provider will make available at least two Service Provider outreach staff to attend each event.

OTHER OUTREACH

1. Produce press releases tied to specific community recycling events. Press releases shall be developed regarding new or enhanced services as needed.
2. Produce advertisements tied to specific community recycling events.–Advertisements shall be developed in conjunction with workshops, training programs, etc.
3. At minimum once annually, hold a community outreach event for residents of West County to view the Recycling Facility and learn more about waste hauling, waste diversion and waste facilities. During the event, conduct educational tours of the recycling facility.
4. At the request of the Member Agencies or RecycleMore, provide community workshops to explain collection services, the acceptable materials that can be included in the recyclable and organic materials containers and respond to questions from the community.
5. Develop and maintain a website describing services provided. Website should direct residents of West County to RecycleMore’s website for “What goes where tool.”
6. Develop an educational video tour of the recycling facility, compost facility, and HHW facility. Make the video available to residents on the Service Provider’s website and RecycleMore’s website.

SITE VISITS

Service Provider is to develop a comprehensive support program to maximize commercial, MFD

generators' understanding and participation in the program. The program's four core elements include:

- Site Evaluation: Trained Service Provider staff visit the generator to review existing services, determine recycling potential, and assess space constraints for additional bins or carts.
- Property Manager/Owner Buy in and Education: The Service Provider Outreach Staff make phone calls and meetings to contact the manager or owner about the requirements to recycle and compost, and how to avoid contamination.
- Employees/ Resident Buy In and Education: The Service Provider Outreach Staff deliver educational materials to explain the new program to employees or residents and state requirements to participate.
- Regular Follow Up: The continued success of the program depends on regular contact with the customer to address additional concerns, space or contamination problems, reeducation, education for new employees/tenants,etc.

MEDIA SECTION

- All materials shall be reviewed and approved by RecycleMore before completion and distribution. RecycleMore will review drafts with Member Agencies and request feedback.
- All materials shall rely primarily on images, at a minimum be bilingual (English and Spanish) and design and distribution coordinated with RecycleMore and Member Agencies. At a minimum, Republic shall provide, with opportunity for RecycleMore to review and request changes, on an annual basis in addition to assets already mentioned:
 - One (1) flyer/poster for residential generators and one (1) flier/poster for commercial generators illustrating acceptable materials in recyclable and organic materials containers, providing instruction on how to source separated recyclable and ~~Source~~ organic materials for collection, and listing relevant contacts, for residential and commercial generators
 - One (1) handout illustrating acceptable household hazardous waste, e-waste, and universal waste materials, providing locations for drop off, and listing relevant contacts
 - Three (3) newspaper ads annually that communicate commercial program and recycling information
 - A video tour of the recycling, composting and HHW facilities
- Additional calendars, brochures, and other material may be developed mutually by the Authority and the Service Provider.

EXHIBIT 4.14 REPORTING

<Insert Sample Report Format here>

Service Provider will provide RecycleMore staff login credentials to use SB1383 Data Tracker, with the data tracking software application creating sufficient boundaries so that RecycleMore staff cannot view proprietary customer data while allowing RecycleMore staff to view necessary compliance data (such as tracking waivers, generator recycling service, generator organics service, generator trash service).

EXHIBIT 6.2 INSURANCE

1. General Liability Insurance Services Office form number GL 0002 covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001). \$10,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.

The Commercial General Liability Business policy must contain endorsements in substantially the following form:

(i) "Thirty (30) Calendar Days prior written notice shall be given to the Authority in the event of policy cancellation. Such Notice shall be sent via e-mail to:

West Contra Costa Integrated Waste Management Authority
Executive Director
3220 Blume Drive, Suite 139
Richmond, CA 94806

(ii) "The Authority, its officers, employees, and agents are additional insureds on this policy." The Authority requires form CG2010 0704.

(iii) "This policy shall be considered primary insurance as respects any other valid and collectible insurance maintained by the Authority, including any self-insured retention or program of self-insurance, and any other such insurance shall be considered excess insurance only."

(iv) "Inclusion of the Authority as an additional insured shall not affect the Authority's rights as respects any claim, demand, suit or judgment brought or recovered against the Contractor. This policy shall protect Contractor and the Authority in the same manner as though a separate policy had been issued to each, but this shall not operate to increase the Contractor's liability as set forth in the policy beyond the amount shown or to which the Contractor would have been liable if only one (1) Party had been named as an insured."

2. Automobile Liability Insurance Services Office form number CA 0001 covering Automobile Liability, code 1 "any auto" and endorsement CA 458 002 0611 (occurrence form). \$10,000,000 combined single limit per accident for bodily injury and property damage. The Automobile Liability policy must contain the same endorsements as required for Comprehensive General Liability and MCS 90 endorsement.

3. Workers' Compensation and Employers Liability Insurance. Workers' compensation limits as required by State Labor Code Section 3700.

The Workers' Compensation policy must contain a broad form waiver of subrogation: endorsement.

The insurer must waive all rights of subrogation against the Authority, its officers, employees and volunteers for losses arising from work performed by the Contractor for the Authority, except for the willful misconduct or sole negligence of the Authority.

4. Pollution Legal Liability in the amount of ten million dollars (\$10,000,000) covering liability arising from the release of pollution at the Landfill. The Pollution Legal Liability policy must contain the same endorsements as required for Comprehensive General Liability.

| | |
|---|--|
| <p>minimum of 15 business days to respond. No submittal shall be deemed responsive to this requirement unless it is complete and accurate. In the event that a report is submitted and complete, but contains information the Authority reasonably believes is inaccurate, Contractor shall have ten (10) Working Days to correct or substantiate the information prior to this liquidated damage being imposed.</p> | |
| <p>6. Failure to record accurate weights. For each failure to accurately weigh, record, and store the required details related to each and every load of material received at each of the approved facilities. Loads shall be considered inaccurately weighed if Contractor has not received required scale certification or if Contractor fails to update stored tare weights as needed (e.g. when major repairs are done to vehicles). Exceptions include power failures and equipment failures beyond Contractor's control. In such an event, the Contractor shall comply with the requirements of Section 4.9 of the Agreement in order to record accurate weights.</p> | <p>\$250/load</p> |
| <p>7. Inaccurate disposal reporting. For each ton of waste that is incorrectly attributed to the Authority or any Franchise Agency resulting from an error in Contractor's submission to the County Disposal Reporting Coordinator, after notice and opportunity for correction of State DRS reports, for the purposes of the State Disposal Reporting System.</p> | <p>\$125/ton</p> |
| <p>8. Delay in producing and/or delivering public education. For each day, up to 30, that Contractor is delayed in the production and/or delivery of public education materials required to be provided to the customers of Richmond Sanitary Service within the Authority service area under Section 4.1.9 of the Agreement, provided that the delay was an event under the control of the Contractor. In the event that a piece of public education is required monthly, quarterly, or annually, the item will be past due on the first day of the following calendar month, quarter, or year respectively.</p> <p>In the event Contractor is delayed more than thirty (30) days, Contractor shall have failed to perform under the Agreement and the Authority may utilize the funds available under the performance surety to produce and deliver the required education materials.</p> | <p>\$100/day for each day until delivered, up to 30 days per item</p> <p>AND</p> <p>\$2,500/event if delayed more than 30 days</p> |
| <p>9. Failure to provide technical assistance and outreach. Any failure to provide ongoing technical assistance (e.g. site visits requested by customer, the Authority, a Franchise Agency, or required in Section 4.1.8 or the annual education and outreach plan) and community outreach services (e.g. attending public events and venues to promote recycling and diversion programs) as required by the Agreement. Failure to provide technical assistance to Customers shall be counted as one event per Customer.</p> | <p>\$750/event</p> |
| | |

*** I don't know if these are needed, or if the amounts are based on any srt of reality ***

Company _____
Initial Here _____

WCCIWMA
Initial Here _____

EXHIBIT 8.19.A
PERFORMANCE STANDARDS

Company

WCCIWMA

Initial Here _____

Initial Here _____

Mixed Construction and Demolition Materials Processing

- Performance Standard review period begins January 1, 2026
- Measurement criteria to be based on overall C&D processing system diversion; Total diversion based upon material delivered and process at C&D facility with acceptance of source separated material
- C&D plant will be a certified recycling facility. Certification criteria will be based on recognized agencies or trade organizations. In the absence of suitable recognized agencies/trade organizations, the Company and the Authority will meet and confer in good faith on acceptable certification criteria.

Company

WCCIWMA

Initial Here _____

Initial Here _____

(2) Governing law; consent to jurisdiction; service of Process. This Guaranty is governed by the laws of the State of California. The Guarantor by this Guaranty agrees to the service of Process in the State for any claim or controversy arising out of this Guaranty or relating to any breach. The Guarantor by this Guaranty agrees that the Superior Court of Contra Costa County, and to the extent permitted by law, the United States District Court for the Northern District of California, shall have the exclusive jurisdiction of all suits, Actions, and other proceedings involving itself and to which the Authority may be party for the adjudication of any claim or controversy arising out of this Guaranty or relating to any breach of this Guaranty, waives any objections that it might otherwise have to the venue of any Court for the trial of any suit, action, or proceeding, and consents to the service of process in any suit, action, or proceeding by prepaid registered mail, return receipt requested.

(3) Enforceability; no Assignment. This Guaranty is binding upon and enforceable against Guarantor, its successors, Assignees, and lawful representatives. It is for the benefit of the Authority, its successors and Assignees. The Guarantor may not Assign or delegate the performance of this Guaranty without the prior written consent of the Authority in its sole discretion. Any Assignment made without the consent of Authority is voidable by the Authority in its sole discretion. Together with its request for Authority consent, Guarantor shall pay Authority fifty thousand dollars (\$50,000) to pay Authority its reasonable expenses for private attorneys' fees and investigation costs ("Assignment expenses") necessary to investigate the suitability of any proposed Assignee, and to review and finalize any documentation required as a condition for approving any Assignment. Authority shall reimburse Guarantor the excess, if any, over those Assignment expenses it incurs. Contrariwise, Guarantor shall pay Authority the excess Assignment expenses, if any, over fifty thousand dollars (\$50,000) Authority incurs within thirty (30) Calendar Days of Authority's request thereof. Guarantor shall further pay to Authority the Authority's Reimbursement Costs for fees of attorneys who are not Authority employees and investigation costs necessary to enjoin the Assignment or to otherwise enforce this provision within thirty (30) Calendar Days of Authority's request thereof ("injunction costs").

For purposes of this Guaranty "Assign" and "Assignment" means:

- (i) selling, exchanging or otherwise transferring effective control of management of the Guarantor (through sale, exchange or other transfer of outstanding stock or otherwise);
- (ii) issuing new stock or selling, exchanging or otherwise transferring twenty percent (20%) or more of the then outstanding common stock of the Guarantor which results in a change of control of Guarantor;
- (iii) any dissolution, reorganization, consolidation, merger, re-capitalization, stock issuance or re-issuance, voting trust, pooling agreement, escrow arrangement, liquidation or other transaction which results in a change of Ownership or control of Guarantor;
- (iv) any Assignment by operation of law, including insolvency or bankruptcy, making Assignment for the benefit of creditors, writ of attachment of an execution, being levied against Guarantor, appointment of a receiver taking possession of any of Guarantor's tangible or intangible property; and

- (v) any combination of the foregoing (whether or not in related or contemporaneous transactions) which has the effect of any transfer or change of Ownership or control of Guarantor.

For purposes of determining Ownership, the constructive Ownership provisions of Section 318(a) of the Internal Revenue Code of 1986, as in effect on the date here, shall apply, provided that (1) ten percent (10%) is substituted for fifty percent (50%) in Section 318(a)(2)(C) and in Section 318(a)(3)(C) thereof; and (2) Section 318(a)(5)(C) is disregarded. For purposes of determining Ownership under this paragraph and constructive or indirect Ownership under Section 318(a), Ownership interest of less than twenty percent (20%) is disregarded and percentage interests is determined on the basis of the percentage of voting interest or value which the Ownership interest represents, whichever is greater.

(4) Guaranty absolute and unconditional. The undertakings of Guarantor set forth in this Agreement are absolute and unconditional, and the Authority is entitled to enforce any or all of those undertakings against Guarantor without being first required to enforce any remedies or to seek to compel the Contractor to perform its obligations under the agreement or to seek, or obtain recourse against any other Party or Parties, including but not limited to the Contractor or any Assignee of the Contractor, who are, or may be, liable therefore, in whole or in part, irrespective of any cause or state of facts whatever. Without limiting the generality of the foregoing, the Guarantor expressly agrees that its obligations under this Guaranty shall not be affected, limited, modified or impaired by any state of facts or the happening from time to time of an event, other than the payment of monetary obligations by the Contractor to Authority under the Agreement in accordance with the terms of the Agreement, including, without limitation, any of the following, each of which is by this Guaranty expressly waived as a defense to its liability under this Guaranty, except to the extent those defenses would be available to the Contractor and release, discharge or otherwise offset Contractor's obligations under the Agreement:

- (a) the invalidity, irregularity, illegality or unenforceability, of any defect in or objections to the Agreement;
- (b) any modification or amendment or compromise of or waiver of compliance with or consent to variation from any of the provisions of the Agreement by the Contractor;
- (c) any release of any collateral or lien thereof, including, without limitation, any performance bond;
- (d) any defense based upon the election of any remedies against the Guarantor of the Contractor, or both, including without limitation, any consequential loss by the Guarantor of its right to recover any deficiency, by way of subrogation or otherwise, from the Contractor or any other Person or entity;
- (e) the recovery of any judgment against the Contractor to enforce any of that collateral or performance bond;
- (f) the Authority or its Assignees taking or omitting to take any of the actions which it or any of that Assignee is required to take under the Agreement; any failure, omission or delay on the part of the Authority or its Assignees to enforce, assert or exercise any right, power or remedy conferred on it

or its Assignees by the Agreement, except to the extent that failure, omission or delay gives rise to an applicable statute of limitations defense by the Contractor with respect to a specific obligation;

- (g) the default or failure of the Guarantor to fully perform any of its obligations set forth in this Guaranty;
- (h) the bankruptcy, insolvency, or similar proceeding involving or pertaining to the Contractor or the Authority, or any order or decree of a court, trustee or receiver in any proceeding;
- (i) in addition to those circumstances described in item (h), any other circumstance which might otherwise constitute a legal or equitable discharge of a Guarantor or limit the recourse of the Authority to the Guarantor;
- (j) the existence or absence of any action to enforce the Agreement;
- (k) subject to the provisions of the Agreement relating to Uncontrollable Circumstances, any present or future law or order of any government or of any agency thereof, purporting to reduce, amend or otherwise affect the Agreement or to vary any terms of payment or performance under the Agreement;

provided that, notwithstanding the foregoing, Guarantor shall not be required to pay any monetary obligation of Contractor to Authority from which Contractor would be discharged, released or otherwise excused under the provisions of the Agreement.

(5) Waivers. Guarantor by this Guaranty waives:

- (a) Notice of acceptance of this Guaranty and of the creation, renewal, extension and accrual of the limited financial obligations Guaranteed under this Guaranty;
- (b) Notice that any Person has relied on this Guaranty;
- (c) diligence, demand of payment and Notice of default or nonpayment under this Guaranty or the Agreement, and any and all other Notices required under the Agreement;
- (d) filing of claims with a court in the event of reorganization, insolvency, or bankruptcy of the Contractor;
- (e) any right to require a proceeding first against the Contractor or with respect to any collateral or lien, including, without limitation, any performance bond, or any other requirement that the Authority exercise any remedy or take any other action against the Contractor or any other Person, or in respect of any collateral or lien, before proceeding under this Guaranty;
- (f) (i) any demand for performance or observance of, or (ii) any enforcement of any provision of, or (iii) any pursuit or exhaustion of remedies with respect to, any security (including, with limitation, any performance bond) for the obligations of the Contractor under the Agreement; any pursuit or exhaustion of remedies against the Contractor or any other obligor or Guarantor of the obligations;

and any requirement of promptness or diligence on the part of any Person in connection therewith;
and

- (g) to the extent that it lawfully may do so, any and all demands or Notices of every kind and description with respect to the foregoing or which may be required to be given by any statute or rule of law, and any defense of any kind which it may now or hereafter have with respect to this Guaranty or the obligations of the Contractor under the Agreement, except any Notice to the Contractor required pursuant to the Agreement or Applicable Law which Notice preconditions the Contractor's obligation or the defenses listed in Section (8) below.

To the extent that it may lawfully do so, the Guarantor by this Guaranty further agrees to waive, and does by this Guaranty absolutely and irrevocably waive and relinquish, the benefit and advantage of, and does by this Guaranty covenant not to assert, any appraisalment, valuation, stay, extension, redemption or similar laws, now or at any time hereafter in force, which might delay, prevent or otherwise impede the due performance or proper enforcement of this Guaranty, the Agreement, or the obligations of the Contractor under the Agreement, and by this Guaranty expressly agrees that the right of the Authority under this Guaranty may be enforced notwithstanding any partial performance by the Contractor or the Guarantor, or the foreclosure upon any security (including, with limitation, any performance bond) given by the Contractor for its performance of any of its obligations under the Agreement.

(6) Agreements between Authority and Contractor; Waivers by Authority. The Guarantor agrees that, without the necessity for any additional endorsement or Guaranty by or any reservation of rights against Guarantor and without any further assent by Guarantor, by mutual agreement between the Authority and Contractor, the Authority and Contractor may, from time to time

- (a) renew, modify, or compromise the liability of the Contractor for or upon any of the obligations by this Guaranty Guaranteed; or
- (b) consent to any amendment or change of any terms of the Agreement; or
- (c) accept, release, or surrender any security (including, without limitation, any performance bond), or
- (d) grant any extensions or renewals of the obligations of the Contractor under the Agreement, and any other indulgence with respect thereto, and to effect any release, compromise or settlement with respect thereto,

all without releasing or discharging the liability of Guarantor under this Guaranty.

The Guarantor further agrees that the Authority or any of its Assignees shall have and may exercise full power in its uncontrolled discretion, without in any way affecting the liability of the Guarantor under this Guaranty, to waive compliance with and any default of the Contractor under, the Agreement.

(7) Continuing Guaranty. This Guaranty is a continuing Guaranty and shall continue to be effective or be reinstated, as applicable, if at any time any payment of any of the obligations under this Guaranty is

rescinded or is otherwise required to be returned upon reorganization, insolvency or bankruptcy of the Contractor or Guarantor or otherwise, all as though payment had not been made.

(8) Defenses. Notwithstanding any provision in this Guaranty to the contrary, the Guarantor may exercise or assert any and all legal or equitable rights, defenses, counter claims or affirmative defenses under the Agreement or Applicable Law which the Contractor could assert against any Party seeking to enforce the Agreement against the Contractor, and nothing in this Guaranty shall constitute a waiver thereof by the Guarantor.

(9) Payment of costs of enforcing Guaranty. Guarantor agrees to pay all costs, expenses and fees, including all reasonable attorney's fees, which may be incurred by the Authority in enforcing this Guaranty following the default on the part of the Guarantor under this Guaranty whether the same is enforced by suit or otherwise.

(10) Enforcement. The terms of this Guaranty may be enforced as to any one (1) or more breaches either separately or cumulatively.

(11) Remedies cumulative. No remedy in this Agreement conferred upon or reserved to the Authority under this Guaranty is intended to be exclusive of any other available remedy or remedies, but each and every remedy is cumulative and is in addition to every other remedy given under the Guaranty and the Agreement or in this Agreement after existing at law or in equity or by statute.

(12) Severability. The invalidity or unenforceability of any one (1) or more phrases, sentences or clauses in this Guaranty contained shall not affect the validity or enforce ability of the remaining portions of this Guaranty, or any part thereof.

(13) Amendments. No amendment, change, modification or termination of this Guaranty is made except upon the written consent of Guarantor and the Authority.

(14) Term. The obligations of the Guarantor under this Guaranty shall remain in full force and effect until (i) all monetary obligations of the Contractor under the Agreement shall have been fully performed or provided for in accordance with the Agreement, or (ii) the discharge, release or other excuse of those obligations in accordance with the terms of the Agreement.

(15) No set-offs

By Guarantor. The obligation of Guarantor under this Guaranty shall not be affected by any set-off, counterclaim, recoupment, defense or other right that Guarantor may have against the Authority on account of any claim of the Guarantor against the Authority; *provided* that Guarantor reserves the right to bring independent claims not arising from the Agreement against the Authority so long as any claims shall not be used to set-off or deduct from any claims which the Authority may have against the Guarantor arising from this Guaranty.

By Contractor. The obligation of Guarantor under this Guaranty is subject to any set-off, counterclaim, recoupment, defense or other right that the Contractor may assert pursuant to the Agreement, if any, but

the obligation of Guarantor under this Guaranty shall not be subject to any set-off, counterclaim, recoupment, defense or other right that the Contractor may assert independently of and outside the Agreement.

(16) Warranties and representations. The Guarantor warrants and represents that as of date of execution of this Guaranty:

- (a) The Guarantor has the power, authority and legal right to enter into this Guaranty and to perform its obligations and undertakings under this Guaranty, and the execution, delivery and performance of this Guaranty by the Guarantor (i) have been duly authorized by all necessary corporate and shareholder action on the part of the Guarantor, (ii) have the requisite approval of all federal, State and local governing bodies having jurisdiction or authority with respect thereto, (iii) do not violate any judgment, order, law or regulation applicable to the Guarantor, (iv) do not conflict with or constitute a default under any agreement or instrument to which the Guarantor is a party or by which the Guarantor or its assets may be bound or affected, and (v) do not violate any provision of the Guarantor's articles or certificate of incorporation or by-laws;
- (b) This Guaranty has been duly executed and delivered by the Guarantor and constitutes the legal, valid and binding obligation of the Guarantor, enforceable against the Guarantor in accordance with its terms; and
- (c) There are no pending or, to the knowledge of the Guarantor, threatened Actions or proceedings before any court or administrative agency which would have a material adverse effect on the financial condition of the Guarantor, or the ability of the Guarantor to perform its obligations or undertakings under this Guaranty.

(17) No merger; no conveyance of assets. Guarantor agrees that during the term of this Guaranty in accordance with Section (14) Guarantor shall not consolidate with or merge into any other corporation where the shareholders of the Guarantor yield control of the Guarantor, or a majority interest in the Guarantor, to the newly formed corporation, or convey, transfer or lease all or substantially all of its properties and assets to any Person, firm, joint venture, corporation and other entity, unless the Authority consents thereto in accordance with Section (3) above.

(18) Counterparts. This Guaranty may be executed in any number of counterparts, some of which may not bear the signatures of all Parties to this Guaranty. Each counterpart, when so executed and delivered, is deemed to be an original and all counterparts, taken together, shall constitute one and the same instrument; provided, however, that in pleading or proving this Guaranty, it shall not be necessary to produce more than one (1) copy (or sets of copies) bearing the signature of the Guarantor.

(19) Notices. All notices, instructions and other communications required or permitted to be given to or made upon any Party to this Guaranty is in writing, and is given in the manner and to the addresses provided in the Agreement.

(20) Separate suits. Each and every payment default by Contractor under the Agreement shall give rise to a separate cause of action under this Guaranty, and separate suits may be brought under this Guaranty by the Authority or its Assignees as each cause of action arises.

(21) Headings. The Section headings appearing in this Agreement are for convenience only and shall not govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions of this Guaranty.

(22) Entire Agreement. This Guaranty constitutes the entire agreement between the Parties to this Guaranty with respect to the transactions contemplated by this Guaranty. Nothing in this Guaranty is intended to confer on any Person other than the Guarantor, the Authority and their permitted successors and Assigns under this Guaranty any rights or remedies under or by reason of this Guaranty.

(23) Personal Liability. It is understood and agreed to by the Authority that nothing contained in this Agreement shall create any obligation or right to look to any director, officer, employee or stockholder of the Guarantor (or any Affiliate thereof) for the satisfaction of any obligations under this Guaranty, and no judgment, order or execution with respect to or in connection with this guaranty is taken against any director, officer, employee or stockholder.

(24) Events of Default. Each of the following shall constitute an event of default under this Guaranty:

(a) Failure to fulfill payment of guaranty. Guarantor fails to fulfill full and timely payment of any guaranty under this Guaranty, including Section (1), and the failure continues for five (5) Calendar Days after Notice (which is deemed given upon receipt of registered or certified mailing by U.S. Postal Service or of invoiced Commercial Service) (Hereunder defined as Notice) has been given to the Guarantor by the Authority; fails to perform any of its obligations under this Guaranty or engages in any acts prohibited under this Guaranty other than failures itemized below, and fails to cure that failure or conduct within thirty (30) Calendar Days;

(b) Breach of Guaranty. The Guarantor fails to observe and perform any covenant, condition or agreement of this Guaranty, other than any failures listed explicitly in this Section, and that failure continues for more than thirty (30) Calendar Days after Notice has been given the Guarantor by the Authority;

(c) Failure to give Notice of proposed Assignment. The Guarantor fails to give Authority notice in accordance with Section (19) within ten (10) Calendar Days of the first to occur of:

(i) Contractor or any Affiliate issuing a press release as to any proposed Assignment, (within the meaning of Section (3), or consolidation, merger, conveyance, transfer or lease described in paragraph (e) of this Section (24) or;

(ii) the filing with the Securities and Exchange Commission of a Form 8-K or other filing with respect to a memorandum of intent or an agreement and plan thereof.

(paragraphs (i) and (ii) together defined as Change Notice);

(d) Consolidation, merger; conveyance of assets. The Guarantor consolidates, merges or conveys, transfers or leases assets in Violation of Section (17) despite the Authority Board of Directors action following Change Notice in preceding paragraph (c) withholding or denying Authority consent, and on or before fifteen (15) Calendar Days thereafter, does not provide Authority with a substitute Guarantor satisfactory to Authority in Authority's sole discretion;

(e) Bankruptcy, insolvency, liquidation. Guarantor files a voluntary claim for debt relief under any applicable bankruptcy, insolvency, debtor relief, or other similar law now or hereafter in effect, or shall consent to the appointment of or taking of possession by a receiver, liquidator, Assignee, trustee, custodian, administrator (or similar official) of Guarantor for any substantial part of Guarantor's operating assets or any substantial part of Guarantor's property, or shall make any general Assignment for the benefit of Guarantor's creditors, or shall fail generally to pay Guarantor's debts as they become due or shall take any action in furtherance of any of the foregoing.

A court having jurisdiction enters a decree or order for relief in respect of the Agreement, in any involuntary case brought under any bankruptcy, insolvency, debtor relief, or similar law now or hereafter in effect, or Guarantor consents to or fails to oppose any proceeding, or any court enters a decree or order appointing a receiver, liquidator, Assignee, custodian, trustee, sequestrator (or similar official) of the Guarantor or for any substantial part of the Guarantor's operating equipment or assets, or orders the winding up or liquidation of the affairs of the Guarantor;

(f) Breach of representations or warranties. Any representation or warranty of Guarantor is untrue as of the date thereof; Guarantor knowingly makes, causes to be made or condones the making of any false entry in its books, accounts, Records, and reports under this Guaranty.

Upon any Event of Default the Authority may proceed first and directly against the Guarantor under Guaranty without proceeding against or exhausting any other remedies which it may have. The Guarantor acknowledges that any Contractor Default comprises a Default under the Agreement.

IN WITNESS WHEREOF Guarantor has executed this instrument the day and year first below written.

{Insert appropriate signature block}

Proper notarial acknowledgment of execution by Guarantor must be attached.

Chairman, president or vice-president, and (2) secretary, assistant secretary, CFO or assistant treasurer, must sign for corporations. Otherwise, the corporation must attach a resolution certified by the secretary or assistant secretary under corporate seal empowering the officer(s) signing to bind the corporation.

EXHIBIT 10
CORPORATE SECRETARY'S CERTIFICATE

The undersigned, being the Secretary of _____, a
California corporation ("the Company"), do hereby certify that the following resolution was adopted by
the Board of Directors of the Company and that such resolution has not been amended, modified or
rescinded and is in full force and effect as of the date hereof:

RESOLVED, that _____ be, and hereby is, authorized to
execute by and on behalf of the Company the Agreement between the West Contra Costa Integrated
Waste Management Authority and the Company for Post Collection Services and any and all other
agreements, instruments, documents or papers, as he/she may deem appropriate or necessary,
pertaining to or relating to such Agreement, and that any such action taken to date is hereby ratified and
approved.

Dated: _____

Signature

Title

POST-COLLECTION SERVICES

REQUEST FOR PROPOSALS

The West Contra Costa Integrated Waste Management Authority (“RecycleMore”) is requesting Proposals to provide Post-Collection handling services for Solid Waste, Recycling, Organics, and other related materials. Currently, Republic Services Inc. receives approximately \$15 million dollars annually to process and/or dispose of over 150,000 tons of material. The contracts with Republic for these services expire June 30, 2025 and Republic Services has no contractual rights of first refusal.

RecycleMore wishes to receive competitive proposals for the future provision of these services for a period of 12 years. It is the preference of RecycleMore that proposals be submitted for the entire scope of the services described herein. In the event that a firm has the qualifications and capacity to provide some, but not all, of the Post-Collection handling services listed above RecycleMore strongly encourages such firm to partner in the RFP with other service providers that can provide the remaining services. RecycleMore, in its sole discretion, may choose to work with some or all interested parties to create the combination of services required. If an RFP does not contain a proposal to provide all the requested services, the Proposal containing less than all the services may not be considered.

RFP Process and Confidentiality

RecycleMore recognizes that there are challenges inherent to cost-effectively providing the requested services (transporting materials to facilities, development of facilities, permitting, etc.) and that doing so may require innovative or non-standard approaches.

To obtain adequate and consistent information, proposals must follow the RFP outline format set forth in Section 5 (the content of which is described in more detail in Sections 3 and 4 of this Request for Proposals).

All Proposals will be reviewed by RecycleMore staff, its counsel and its consultant for compliance with this Request for Proposals. Firms submitting compliant responses will be asked to present their solution, confidentially, to some combination of RecycleMore’s consultant, Executive Director, legal counsel, and staff of the Member Agencies. An evaluation panel (described in Section 2) will be responsible for identifying the solution(s) which will be recommended to the Board of Directors for further negotiation. At that time, each respondent will be notified of whether their response will be recommended.

Each proposer, regardless of whether they are recommended, will have the option of having portions of their Proposals made public and proceeding with the process or discontinuing the process and maintaining the confidentiality of their submission. The only information that will not be subject to this confidentiality will be the name of the respondent, all of which will be reported to the Board of Directors.

In order that RecycleMore can provide accurate, clear and consistent responses, please address any questions regarding the RFP via e-mail (including the return email address) to:

RecycleMore
Attn: Peter Holtzclaw
Ph# (xxx)xxx-xxxx
Email: peterh@recyclemore.com

While there is no prohibition to contacting individual representatives of RecycleMore, such contact is discouraged because responses from such representatives are unofficial, may contain inaccuracies, and may reflect only the opinion of the representative contacted.

Pre-Proposal Meeting

Prospective proposers must attend a pre-proposal meeting on October 4, 2024 at 10:00 a.m. at: RecycleMore offices. Mandatory attendance at this meeting will provide respondents with the opportunity to ask and receive answers to questions as well as to identify potential teaming arrangements that would allow them to participate in a comprehensive proposal as desired by RecycleMore. Please R.S.V.P. by e-mail to Peter Holtzclaw, by September 27, 2024, if attending the pre-proposal meeting so that adequate copies of any materials to be distributed at the conference may be prepared.

RFP Submittal

Please deliver your Proposals by 4:00 p.m. on November 27, 2024 via email to Peter Holtzclaw at the email address provided above. It is the intent of RecycleMore's Board of Directors to only consider those companies that participate in this process. RFPs, pricing, or other offers received after this time and date may be rejected at RecycleMore's sole discretion. Mr. Holtzclaw will acknowledge receipt of RFPs via email, as received, however each proposer is responsible for ensuring that their proposal is received and confirmed on time. If you have any trouble transmitting your RFP, please contact Mr. Holtzclaw at the phone number listed above.

Register to Receive Future Correspondence and Announcements

If you are interested in receiving future correspondence or announcements related to this RFP process, please contact Peter Holtzclaw (at the e-mail address above) by October 1, 2024 and request that your name be placed on the list of interested parties.

Table of Contents

SECTION 1: INTRODUCTION..... 1

1.1 Authority Goals..... 1

1.2 Scope of Services 2

1.3 Summary of Key Terms 3

SECTION 2: RFP CONDITIONS AND SUBMITTAL PROCESS..... 7

2.1 Rights Reserved by RecycleMore 7

2.2 RFP Submittal Process 8

2.4 Required RFP Information 12

SECTION 3: REQUIRED COMPANY DESCRIPTION..... 13

3.1 Cover Letter 13

3.2 Executive Summary 13

3.3 Business Structure 13

3.4 Proposer’s Experience/Qualifications..... 13

3.5 Key Staff 14

3.6 Past Performance Record..... 14

3.7 Labor Arrangements 14

SECTION 4: REQUIRED PROPOSAL 15

4.1 Expression of Interest **Error! Bookmark not defined.**

4.2 Technical Approach and Regulatory Issues 15

4.3 Summary of Key Terms/Modifications..... 15

4.4 Description of Financing Plan (if any)..... **Error! Bookmark not defined.**

SECTION 5: RFP PROPOSAL OUTLINE 16

Section 1: Introduction

The West Contra Costa Integrated Waste Management Authority (“RecycleMore”) is a California joint powers agency created by the Cities of El Cerrito, Hercules, Pinole, Richmond and San Pablo (Member Agencies). Contra Costa County is also involved in RecycleMore’s activities, though not a voting member, representing the affected area within unincorporated western Contra Costa County.

RecycleMore was formed in April 1991 to facilitate certain solid waste management activities in West County. RecycleMore currently operates as an AB 939 Regional Agency and has been delegated the authority to contract for and manage various post-collection solid waste services on behalf of its Member Agencies. Elected City Council members from each of the Member Agencies serve as the Board of Directors for RecycleMore. Representation on the Board consists of one council member from each agency except that the City of Richmond has three Council members, for a total of seven Board members. One member from the County Board of Supervisors serves as a non-voting Ex-Officio officer on the Board.

Each of the Member Agencies is responsible for franchising collection services within its incorporated limits. In the opinion of RecycleMore’s Counsel, the Joint Powers Agreement and Member Agency franchise agreements all contain provisions which allow RecycleMore to direct the flow of materials collected under the franchise agreements, as long as RecycleMore exists and the individual City holding the franchise agreement continues to be a member of RecycleMore. Furthermore, the collection franchise agreements in El Cerrito, Hercules, Pinole, Richmond, and San Pablo and County area include provisions for the Member Agency to direct changes to the collection system (e.g., to direct the collection contractor to direct-haul material to another facility) and a process for adjusting rates to reflect the costs of those changes.

The following documents are available online at www.Recyclemore.com.

- Current Post-Collection Agreements
- Member Agency Franchise Agreements (Each Agency)
- RecycleMore JPA Agreement
- Agreement between Contra Costa County and RecycleMore
- Historical Tonnage Reports by Material Type (By Agency)
- Post Collection Rates 2014-2024

1.1 RecycleMore Goals

The goals of RecycleMore with regard to this procurement process are to:

- Maintain reasonable and competitive costs for post-collection services relative to the regional marketplace for the benefit of residents and businesses in the RecycleMore service area (shown on the map available at <http://www.recyclemore.com/>);
- Provide for state-of-the-art services that position RecycleMore to meet the mandates of ab939, sb1383, ab341, and other CalRecycle directives;
- Maintain or increase the post-collection recovery of C&D, recyclable, and organic materials by improving both processing results (i.e., more material types accepted, less residue, higher commodity value) and customer education;

- Provide for environmentally responsible disposal of solid waste collected in RecycleMore's service area that cannot be recovered;
- Identify a partner(s) for RecycleMore who will be active over the term of the agreement(s) in piloting new programs, adjusting processes to increase recycling, and responding to the needs of RecycleMore's Member Agencies and their constituents; and,
- Maintain levels of post-collection fees received by RecycleMore or Member Agencies.

1.2 Scope of Services

RecycleMore, through issuance of this RFP, is seeking proposals for the following services currently provided to RecycleMore. RecycleMore staff have developed a comprehensive description of the current solid waste and recycling system that is summarized below.

1. Processing and marketing of residential and commercial recyclable materials which have been source-separated from solid waste using a "single-stream" collection system
2. Processing and marketing of mixed residential and commercial organic materials (yard trimmings and food scraps) collected in El Cerrito, Richmond, Hercules, Pinole, San Pablo, and unincorporated areas of the County;
3. Landfill Disposal of solid waste collected from industrial, commercial, and residential sources;
4. Operation of at least one Household Hazardous Waste drop-off facility and/or mobile collection program within RecycleMore's geographic service area, which must include disposal options for pesticides, cleaners, solvents, poisons, cooking oil, motor oil, electronics, other gardening products, fluorescents, mattresses, pharmaceuticals, sharps, batteries, paint, and marine flares.
5. Assist RecycleMore in its public education and outreach efforts, including participating in public events, related to informing the public about acceptable and prohibited materials for each program, reducing contamination, and improving the quality and marketability of recovered materials;
6. Transfer and transportation of materials collected within the RecycleMore service area to the processing and disposal facilities, to the extent that such facilities are too far to cost-effectively direct-haul the collected material from the route. While the Golden Bear Transfer Station (owned and operated by Republic) may be willing to transfer and/or transport material to facilities that are not owned by Republic, they have no contractual obligation to do so. As such, each respondent shall be primarily responsible for determining how material would be delivered to their facility. That may include negotiating transfer and transportation pricing with Republic and/or developing some alternative approach to transfer and transportation.
7. Mixed C&D Processing – A program to maximize the recovery of construction and demolition debris (C&D) and comply with local ordinance diversion standards. This will include allowing customers to mix all of the C&D from the construction site into a single container that will be sorted later for recycling.
8. Mixed Dry Waste Processing – A program to target some portion of the waste stream (e.g., multi-family, commercial, etc.) for mixed dry waste processing. That solution could work either in concert with the existing recycling and organics programs or in place of those programs (e.g., through wet/dry processing), if cost effectiveness and diversion results would exceed the current levels in source-separated programs.

9. Conversion Technology – A process to extract the energy value of residual solid waste prior to disposal. RecycleMore would only consider such a process if cost-effective and: 1) it is only applied to material which has already been processed to recover recyclable materials; and/or 2) the process results in materials that still have productive market potential (e.g., digestate that has nutrients which can improve soil quality, or a process that doesn't contribute to greenhouse gas emissions and derives a beneficial fuel such as hydrogen from organic or other waste matter).

1.3 Summary of Key Terms

It is anticipated that RecycleMore will enter into one or more contracts with one or more service providers. This may take the form of a post-collection services agreement covering all the services or individual agreements for each of the major services provided (i.e., Post-Collection Agreement; Recyclables Processing Agreement, Compost Agreement, Disposal Agreement, and Transfer/Transportation Agreement). A summary of RecycleMore's desired key business terms for these services is presented in this Section 1.3. Additional business terms may be proposed in the Proposal.

A. Scope of Services

At a minimum, the scope of services required by RecycleMore includes items 1 through 8 in Section 1.2 above. Additionally, RecycleMore is accepting proposals to provide optional services such as those described in item 9 in Section 1.2. Proposers may propose either standard or alternative means of addressing the specific service needs listed above.

It is the preference of RecycleMore that proposals be submitted for the entire scope of the services described above. If a firm has the qualifications and capacity to provide some, but not all, of the services listed above, RecycleMore strongly encourages such firm to partner in the Proposal with other service providers that can provide the remaining services. RecycleMore, in its sole discretion, may choose to work with some or all interested parties to create the combination of services required. If a Proposal does not provide all the requested services and RecycleMore cannot create an acceptable combination of Proposals that would provide all the requested services, the Proposal containing less than all the services may not be considered.

B. Term of Agreements

RecycleMore seeks to enter into a twelve (12) year agreement with one or more options to extend that term to a total of twenty-five (25) years. RecycleMore does not anticipate a longer-term agreement beyond 2050.

C. Contractor's Compensation

RecycleMore intends to select a contractor based on the strength of its overall Proposal along with the most competitive amount that the selected contractor(s) would charge each of the collection franchisees when delivering material to the contractor(s) facilities. This "blended rate" will be a blended rate of all activities minus a Recycling credit based on the commodity value of the MRF recycling stream.

RecycleMore will adjust compensation, no more frequently than annually, using a simple method of applying a percentage of the annual change in the Consumer Price Index, All Urban Consumers for the San Francisco-Oakland-San Jose Metro Area (CPI). RecycleMore's blended Post Collection rate is currently adjusted at 85% of CPI, and this will be the basis for this next Post Collection Agreement.

Each proposer shall provide the proposed blended material post collection rate as well as the percentage of the CPI by which they propose to have the blended rate adjusted each year. The blended material rate

must be inclusive of any transfer or transportation costs associated with delivering the material to the respondent’s facility.

A separate HHW per ton fee for the operation of at least one (or more) hhw facility needs to be listed;

The current Blended Rate structure and its components are listed below:

Blended Per Ton Rate and Components 2014 - Present

| | 2024 | 2023 | 2022 | 2021 | 2020 | 2019 | 2018 | 2017 | 2016 | 2015 | 2014 |
|---------------------------------|-----------------|-----------------|-----------------|-----------------|-----------------|----------------|----------------|----------------|----------------|----------------|----------------|
| Material Specific | \$91.31 | \$87.80 | \$84.42 | \$82.87 | \$81.28 | \$78.62 | \$76.53 | \$74.33 | \$72.61 | \$70.99 | \$69.57 |
| HHW | \$7.57 | \$7.83 | \$7.73 | \$6.86 | \$6.97 | \$6.78 | \$6.22 | \$6.04 | \$5.75 | \$6.02 | \$5.76 |
| Authority Budget | \$6.83 | \$6.74 | \$6.70 | \$5.36 | \$7.86 | \$6.44 | \$6.16 | \$6.12 | \$5.43 | \$5.37 | \$7.28 |
| Authority Regulatory Compliance | \$2.10 | \$1.47 | \$1.40 | \$1.43 | \$1.33 | NA | NA | NA | NA | NA | NA |
| Recycling Rebate | (\$2.52) | (\$5.20) | (\$2.79) | (\$0.48) | (\$1.18) | (\$2.91) | (\$6.15) | (\$4.58) | (\$4.56) | (\$5.64) | (\$5.71) |
| Governmental Fee | \$10.55 | \$10.48 | \$10.14 | \$10.10 | \$10.00 | \$9.64 | \$9.27 | \$9.18 | \$10.54 | \$11.10 | \$11.51 |
| Change In Law (SB 1383) | \$1.31 | \$1.48 | NA | NA | NA | NA | NA | NA | NA | NA | NA |
| Total | \$117.15 | \$110.60 | \$107.60 | \$106.14 | \$106.26 | \$98.57 | \$92.03 | \$91.08 | \$89.77 | \$87.84 | \$88.41 |

For the Price Sheet of the Proposal (see section 5), bidders should fill in these per ton spaces shaded in yellow.

Blended Per Ton Rate and Components 2024 RFP

| | 2025 and Beyond |
|---------------------------------|------------------------|
| Material Specific | x Bidder to Fill Out |
| HHW | x Bidder to Fill Out |
| Authority Budget | \$6.83 (2024 current) |
| Authority Regulatory Compliance | \$2.10 (2024 current) |
| Recycling Rebate | (\$5.00) (current) |
| Governmental Fee | \$10.55 (2024 current) |
| Change In Law (SB 1383) | n/a |
| Total | TBD |

Proposals should include a per ton price for the “Material Specific” Line Item and the “Household Hazardous Waste” line item. For the duration of the new contract, each price will use the corresponding methodology used in the current Post Collection Agreement (eg can counts converted to pricing per ton; HHW budget from the current PCA Side Agreement used to determine a per ton amount for this service).

The Authority Budget, Authority Regulatory Compliance Fund, and Fees for various Government Oversight of Post-Collection Operations will change on an annual basis as set by RecycleMore’s Board of Directors.

It is anticipated that the Recycling Credit will be changed to a less volatile metric than the West Coast/SF Mixed Paper OBM Index. For the purpose of this RFP, the recycling credit is set at a fixed \$5.00 per ton credit.

The Change in Law Fee was incorporated into the Blended Rate Structure via the Post Collection Agreement in 2022, but this line item will not carry forward into the next agreement.

D. Payments to RecycleMore, Member Agencies, and Other Fees

Payments by the successful proposer(s) to RecycleMore may include but may not be limited to any or all of the following:

1. One-time payment to RecycleMore to reimburse RecycleMore for its costs related to conducting this process.
2. Annual payments to RecycleMore to reimburse RecycleMore for its contract management and operating costs, as outlined in the annual rate setting process.
3. Payments to Member Agencies in the form of revenue sharing, franchise fees or other fees.

E. Performance Standards

In addition to its obligations under the agreement(s) with RecycleMore, the successful proposer shall at all times operate in compliance with all regulations governing its operations and shall perform its activities in accordance with industry standards and best management practices commonly used in California for similar operations.

RecycleMore will work with selected respondents to develop appropriate performance standards for each service to be provided. Please provide your internal performance standards, if any, related to the following:

- Collection vehicle turn-around times;
- Minimum transfer payload weights;
- MRF, Compost, Dry Waste, and C&D material residue levels, recoverable percentage yields, quality standards;
- Market development for recyclable and organic materials;
- Percent customers at transfer station that are weighed versus estimated for yardage;
- Load checking and hazardous waste screening procedures.
- PPD associated with 50% diversion of franchised waste stream (CalRecycle Mandate based on ab939)
- PPD associated with 75% diversion of franchised waste stream (CalRecycle stated Goal)

F. Third Party Contractors

The successful proposer may enter into agreements with third party contractors to provide services requested in the Proposal subject to the prior written consent of RecycleMore. Please disclose any such arrangements which are currently anticipated in the Proposal.

G. Insurance & Indemnification Provisions

The successful proposer will provide both standard general and CERCLA-specific indemnification to RecycleMore and its Member Agencies

In addition, each RecycleMore contractor must carry standard liability insurance from insurers with an A.M. Best size-rating of "A-VII" or better.

Section 2: RFP Conditions and Submittal Process

2.1 Rights Reserved by RecycleMore

RecycleMore reserves the right, in its sole and absolute discretion, to pursue any actions in regard to this RFP process without incurring any liability for the expenses incurred by any company responding to this RFP or participating in this RFP process including but not limited to:

- Issue addenda and amend the RFP;
- Request additional information, clarifications, and/or best and final offers from proposers;
- Extend the deadline for submitting RFPs;
- Allow for the timely correction of errors and waive minor deviations;
- Cancel or withdraw this RFP;
- Reject any or all RFPs because they do not fully comply with the requirements detailed in this RFP, its attachments, addenda, amendments or clarifications, or otherwise;
- Reject incomplete RFPs; RFPs containing errors, inconsistencies, false, inaccurate or misleading information; RFPs submitted after the deadline; and/or, RFPs with other process or content errors or deficiencies;
- Reject a RFP that is given the highest quantitative scoring in the evaluation process if it is deemed by RecycleMore not to be in the best interest of RecycleMore and its residents and businesses;
- Reject any or all proposals or portions of proposals;
- Select a proposer based on a combination of its qualitative and quantitative attributes;
- Select a proposer without further discussion or negotiation;
- Select one or more proposers and/or request additional information or conduct negotiations with one or more proposers prior to selection;
- Negotiate changes in the services proposed and/or described in the RFP or to incorporate programs proposed by others;
- Negotiate with the successful proposer for a later commencement date;
- Issue subsequent RFP(s) for the same, similar, or related services at a later date;
- Amend its Board Policies; and,
- Take any other actions RecycleMore deems is in the best interest of its Member Agencies, residents, and businesses.

Neither this Request for Proposals nor any response thereto shall be construed by any party as an agreement of any kind between RecycleMore, proposer(s), and other parties.

This Request for Proposals does not obligate RecycleMore to accept any proposal, negotiate with any proposer, award one or more agreement(s), or proceed with the development of any project or service described in response to this RFP. RecycleMore has no obligation to, and shall not, compensate any proposer for its expenses incurred in preparing its RFP, conducting any activity in connection with this RFP process, or participating in the process described in this RFP.

RecycleMore shall have the right (but not the obligation) to investigate and review any one, or each, proposer's ability to consummate the services outlined in this proposal in all respects within RecycleMore's timeframe and to perform the Scope of Services required. Each proposer must agree to cooperate with such investigation and review. Such cooperation by proposer shall apply, but not be limited, to the verification of the proposer's capability and experience in the provision of the Scope of Services, the proposer's financial wherewithal, and any other component of work that may be required under this RFP.

RecycleMore, or its consultants, will be conducting reference checks on proposers that will involve contacting municipalities currently or previously served by the proposer, as well as contacting regulatory agencies involved in oversight of proposer's facilities and/or operations. In addition, RecycleMore or its consultants may research proposers' past performance by reviewing litigation history, regulatory actions, highway driving records, and recycling history and other information as they deem appropriate. A proposer's submission of an RFP shall constitute permission for and an agreement to cooperate with RecycleMore's investigation and review.

2.2 RFP Submittal Process

Proposers shall follow the procedures described in this Section 2.2 and the procedures included in subsequent clarifications, amendments or addenda to this RFP, which are issued by RecycleMore or its consultant, and which will be made available by October 11, 2024.

Step One – Register for Correspondence, RFP, and Announcements

Please request in writing or by email to be placed on the list of interested parties in order to facilitate our sending you future correspondence and announcements related to this RFP by 5:00 p.m. PDT on October 1, 2024.

Mandatory attendance at a pre-proposal meeting described in Step Three below is required. In order to ensure that adequate copies of materials are available, please email your intent to attend the proposal conference to:

RecycleMore
3220 Blume Drive, Suite 139
Richmond, CA 94806
Attn: Peter Holtzclaw
Ph# (341) 203-1250
Email: peterh@recyclemore.com

Requests should include a return e-mail address. All requests will be acknowledged by e-mail on the evening of October 2, 2024.

Step Two – Submission of Written Questions

RecycleMore requests proposers to submit all questions and requests for information or clarification in writing or by email directly to:

RecycleMore
3220 Blume Dr. Suite 139
Richmond, CA 94806
Attn: Peter Holtzclaw
Ph# (xxx) xxx-xxxx
Email: peterh@recyclemore.com

All such questions and requests shall include a return e-mail address so that their receipt can be acknowledged. In order that all respondents may have complete and consistent data upon which to prepare its RFP, it is RecycleMore's desire to share responses to questions with all interested parties. However, RecycleMore recognizes that some innovative or non-standard approaches may require particular information that may not be of general concern or the disclosure of which may tend to lead a recipient of the response to infer what innovative or non-standard approaches are being considered. Therefore, when submitting questions please indicated whether you believe that such concerns apply and your preference that the response not be made generally available. RecycleMore will attempt to honor all such reasonable requests for confidentiality.

While there is no prohibition to contacting individual representatives of RecycleMore, such contact is discouraged because responses from such representatives are unofficial, may contain inaccuracies and may reflect only the opinion of the representative contacted.

Step Three – Mandatory Pre-Proposal Meeting

A pre-proposal meeting will be held at 10:00 a.m., October 4, 2024 at RecycleMore offices. Proposers are encouraged to submit written questions in advance of the pre-proposal meeting (in accordance with Step Two above) or prepare and pose questions at the pre-proposal meeting. Preliminary oral responses to questions will be provided, at the discretion of RecycleMore staff, at the pre-proposal meeting. Written responses to questions posed prior to or at the pre-proposal meeting will be provided by October 11, 2024, in accordance with Step 2 above.

Step Four – RFP Bid/Proposal Submittal

Please submit the complete RFP Proposal via email in portable document format (PDF). Please number all pages consecutively, although each section may start with a new page number if preceded with the section number (e.g., Page 2-1 for the first page of Section 2). Please email the Proposal to: Peter Holtzclaw at peterh@recyclemore.com. Mr. Holtzclaw will acknowledge receipt of bids as promptly as practical. If the RFP Proposal is too large to email (more than 20MB), please contact Mr. Holtzclaw in advance to make arrangements for the submittal of the document prior to the deadline.

To facilitate the timely and coordinated review of Proposals they must be received by 4:00 p.m. on November 27, 2024. Bids received after this time and date may be rejected. It is the proposer's responsibility to verify receipt of the emailed Proposal.

Step Five – Qualification of Respondents and Clarification of RFP Information

RecycleMore will be responsible for reviewing all Proposals received and determining their compliance with this RFP. This initial review will include a review of the qualifications described in the submittal, review of regulatory and/or litigation history, and any other investigation required to determine that a

respondent is qualified and capable of performing the services. Proposers may be asked to clarify information contained in their Proposal through written communications.

In the event that a respondent is not qualified in this step, they will be notified of such and they will have the opportunity to request reconsideration of this determination, their RFP will be returned to them, and it will not be provided to the evaluation panel or Board of Directors, unless the respondent specifically requests otherwise. The respondent's name will be reported to the Board in the following Step Seven below and the proposer may address the RecycleMore Board when it considers the proposals determined to have qualified for further discussion.

Step Six – Authority Ranking of Qualified Proposers

RecycleMore will convene an evaluation panel that will review the Proposals and any clarifying information submitted by proposers and may rank the RFPs using evaluation criteria which may include, but may not necessarily be limited to: technical approach, cost, regulatory/litigation history, reference checks, environmental enhancements, and proven technology.

The evaluation panel will meet with all qualified firms to receive a presentation of their technical approach and to discuss those proposals, in detail, with the respondents. At RecycleMore's sole discretion, RecycleMore staff and/or consultants may conduct further discussions with one or more respondents to more fully develop their approach prior to concluding the evaluation phase.

Based upon this review, RecycleMore may identify a short list of qualified proposers who will be presented to the Board of Directors. At that time, each respondent will be notified of whether or not their response will be recommended for this short list. Each respondent, regardless of whether they are recommended, will have the option of having portions of their bid made public and proceeding with the process or discontinuing the process and maintaining the confidentiality of their submission. RecycleMore will attempt to honor requests for confidentiality. In the event of a legal challenge to the confidentiality of a document or portion thereof, the proposer will be responsible for defending that confidentiality. The only information that will not be subject to this confidentiality will be the names of the respondents and the services that they expressed interest in providing, all of which will be reported to the Board of Directors in Step Seven.

Step Seven – Contractor Selection by Board of Directors

The evaluation panel will present a Recommended Contractor to the Board of Directors. This presentation will be focused primarily on the proposals offered by the respondents. Specific cost information will be disclosed to the Board of Directors at this stage.

At this stage of the process, the evaluation panel will recommend that the Board of Directors direct staff and the consultant to negotiate with the recommended contractor final costs and other key business terms.

Step Eight – Negotiate Key Business Terms & Final Agreement

RecycleMore staff and its consultant will work with the firm selected by the Board of Directors to develop and present back to the Board a final Post Collection Agreement, with costs and key business terms for approval.

The proposal resulting from this process for consideration by the Board will be accompanied by surety made payable to the "West Contra Costa Integrated Waste Management Authority" in the amount of \$10,000 (ten thousand dollars) and in the form of a certified check, cashier's check, or bid bond. The proposer must submit the surety with its final proposal (it is not required upon submittal of the RFP). The purpose of the surety is to guarantee that the successful proposer will execute all necessary

agreements with RecycleMore. If the selected proposer does not execute an agreement(s) within thirty (30) calendar days after receiving notice of its selection, RecycleMore shall keep the surety to offset the potential cost associated with the selection of an alternate proposer and any schedule delays. Surety payments will be returned to all proposers no later than thirty (30) calendar days after RecycleMore has executed all necessary agreements with the successful proposer.

2.3 Schedule

RecycleMore plans to proceed based on the following schedule.

| Action Item | Date |
|--|----------------------|
| Issuance of RFP | September 17, 2024 |
| Deadline for Request to be Included in RFP | September 27, 2024 |
| Pre-proposal Meeting | October 4, 2024 |
| Deadline for Questions | October 1, 2024 |
| Answers Made Available to Questions | October 11, 2024 |
| Deadline for RFP Responses | November 27, 2024 |
| Presentations to Evaluation Panel | December 16, 2024 |
| Recommendation of Contractor to Board of Directors | January 9, 2025 |
| Final Negotiations and Recommendation to Board | February/March, 2025 |

2.4 Required RFP Information

Proposers shall prepare their bids in accordance with the instructions provided in Sections 3 and 4 of this Request for Proposals. Proposers must follow the RFP outline format set forth in Section 5 (as explained in more detail in Sections 3 and 4 of this RFP). Failure to provide all the required information may be grounds for rejection of a RFP.

Section 3: Required Company Description

This Section includes a description of the specific information a proposer must include as part of its RFP describing the proposer and its qualifications.

3.1 Cover Letter

The cover letter shall clearly identify the legal entity(ies) submitting the RFP and state whether each entity is a sole proprietorship, partnership, corporation, joint venture or other form of legal entity. The cover letter shall be signed by the proposer's designated representative(s) authorized to submit the proposal.

3.2 Executive Summary

Proposer shall provide an executive summary to introduce its RFP, briefly summarize its statement of qualification and statement of interest, post collection service delivery strategy, and highlight unique aspects of its approach to responding to RecycleMore's goals and objectives. The executive summary should include an implementation schedule. The executive summary can be used to highlight any additional programs, enhancements, or other innovations proposed.

3.3 Business Structure

In its RFP, proposer shall:

1. Confirm that proposer is authorized to do business in California;
2. Identify the legal entity(ies) that would execute the contract and any guarantee. State whether each entity is a sole proprietorship, partnership, corporation, joint venture, or other form of legal entity. Describe, in detail, the relationship of the proposer to the executing entity(ies). If the proposer is a joint venture, describe the circumstances under which the entities have collaborated before;
3. State the number of years the entities have been organized and doing business under this legal structure. RFP must include all the names of proposer's owners/stockholders with greater than a ten percent (10%) holding and creditors owed a debt greater than ten percent (10%) of the proposer's total assets (and those of each executing entity if different than proposer's);
4. Identify other entities with common ownership and/or management; and
5. Describe all services to be performed by third party contractors or affiliated companies, and identify each contractor by full name and principal business address. Proposer shall describe any current or past working relationship with the contractor(s) in the past five (5) years.

3.4 Proposer's Experience/Qualifications

Proposer must describe its experience operating, maintaining and monitoring comparable solid waste management facilities in California. Proposer's description for each comparable facility shall include:

1. Name and address of the facility and the operations performed at the facility (e.g., landfill, disposal, processing, transfer, recycling, hazardous waste management, etc.);
2. Tonnages, by material type, managed at the facility;

3. Permitted capacity of facility site in terms of tonnage and traffic;
4. Number of years proposer has operated the facility;
5. Name, address, and telephone number of the regulatory agencies that monitor the facility's regulatory compliance; and
6. Other relevant information.

3.5 Key Staff

Provide an organization chart for key personnel. At a minimum, key personnel shall include the chief executive officer (CEO), chief financial officer (CFO), president, vice-president, general manager, operations manager, site manager, maintenance manager, and public education specialist or other personnel with similar titles.

3.6 Past Performance Record

- A. Litigation and Regulatory Actions. Describe past and pending civil, legal, regulatory, and criminal actions (including arrests, indictments, litigation, grand jury investigations, etc.) now pending or that have occurred in the past five (5) years against key personnel (as identified by the proposer in Section 3.5) and the proposing entity
- B. Payment of Fines, Penalties, Settlements, or Damages. Provide a statement disclosing any and all fines, penalties (including liquidated damages or administrative fees), settlements, or damages of any kind paid by the proposing entity to public agencies in California during the past five (5) years. For each payment, list the amount that was paid, the name of the jurisdiction to which any such payments were made, and the event(s) which triggered the payments. Identify what personnel and/or policy changes were made in response to such incidents (e.g., terminated or reassigned employees involved, new process protocols, etc.).

3.7 Labor Arrangements

Proposer shall identify its plan for arranging labor if proposer is selected to provide services to RecycleMore in connection with this RFP. Specifically, proposer shall identify if and when it plans to enter into any collective bargaining agreement(s), the labor organization(s) the proposer will work with, and the nature of the collective bargaining agreement(s).

Section 4: Technical Approach, Regulatory Issues, Summary of Key Terms/Modifications

This Section includes a description of the specific information a proposer must include as part of its Proposal describing the proposer's interest in the proposed services and its proposed conditions.

It is the preference of RecycleMore that proposers express their interest in providing the entire scope of the services described items 1 through 7 in Section 1.2 above. Additionally, RecycleMore wishes to receive proposals to provide services such as those described in item 8 in Section 1.2. In the event that a firm has the qualifications and capacity to provide some, but not all, of the services listed above, RecycleMore strongly encourages such firm to partner in the RFP with other service providers that can provide the remaining services. If an RFP does not contain a proposal to provide all the requested services and RecycleMore cannot create a combination of RFP's that would provide all the requested services, an RFP containing less than all the services may not be considered.

4.1 Technical Approach and Regulatory Issues

For each service the proposer identifies in its bid, proposer shall provide a description of its proposed service approach which shall include, the facilities to be used, a description of operations; necessity for new and compliance with existing permit requirements, and how post-collection activities will be integrated with the collection activities (e.g., how the material collected will be prepared and delivered to the facilities).

4.2 Summary of Key Terms/Modifications

In Section 1.3, RecycleMore has identified certain preferred high-level conditions and limitations to guide proposers on the development of their proposals. In its bid, the proposer shall describe which of the conditions and limitations it accepts and which, if any, it does not. In the event proposer objects to one or more conditions, proposer shall propose alternative conditions for RecycleMore's consideration. In addition, the proposer should identify any material requirements or commitments that would be placed on RecycleMore if it accepted the proposer's offer.

Section 5: RFP Bid Outline

To ease the review and comparison of bids, proposers are requested to organize their Proposal in the following manner:

1. Company Description
 - a. Cover Letter
 - b. Executive Summary
 - c. Table of Contents
 - d. Business Structure
 - e. Proposers Qualifications
 - f. Key Staff and Their Qualifications
 - g. Past Performance Record
 - h. Labor Arrangements
2. Proposal
 - a. Technical Approach and Regulatory Issues
 - b. Summary of Key Terms/Modifications
 - c. Price Sheet
3. Other
4. Attachments



recyclemore
WEST CONTRA COSTA INTEGRATED
WASTE MANAGEMENT AUTHORITY

www.recyclemore.com