



Board of Directors Meeting Meeting Agenda Special Meeting/Revised Regular Meeting

Thursday, September 12, 2024
6:15 PM

Meeting Location:

**City of Hercules City Council Chambers
111 Civic Drive
Hercules, CA 94547**

This meeting agenda is available online at
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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

CONFERENCE WITH LABOR NEGOTIATORS

*Agency designated representatives: Chair Tave, Director Robinson, and Director Romero
Unrepresented employee: Executive Director*

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 July 18, 2024 Authority Board Meeting Minutes

Consider a MOTION to APPROVE the subject minutes.

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 Data Tracker Software for City of El Cerrito

MOTION to APPROVE one of the recommended vendors for the City of El Cerrito Data Tracker Software for a three-year contract:

- A. APPROVE Terra Compliance - \$10,000 annual fee + \$1,000 one-time fee; OR
- B. APPROVE Smart1383 - \$23,765 annual fee + \$4,995 one-time fee

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

MOTION to APPROVE of one of the following options:

1. Approve as is with the RFP to be published
2. Approved with changes to the RFP, with it to be published
3. Bring back for final approval at the October 10, 2024 Board meeting (with the understanding the RFP timeline changes)

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 October 10, 2024 at 6:15 pm.

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WEST CONTRA COSTA INTEGRATED
WASTE MANAGEMENT AUTHORITY

Agenda Report

DATE: September 12, 2024

TO: West Contra Costa Integrated Waste Management Authority Board

FROM: Peter Holtzclaw - Executive Director

SUBJECT: July 18, 2024 Authority Board Meeting Minutes

ACTION REQUESTED:

Consider a MOTION to APPROVE the subject minutes.

BACKGROUND:

The minutes of the July 18, 2024 Authority Board Meeting are attached.

FISCAL IMPACT:

None.

ATTACHMENTS:

[Agenda Item 6.1 Attachment 1: ActionMinutes 2024-07-18 \(DRAFT\).docx](#)

WEST CONTRA COSTA INTEGRATED WASTE MANAGEMENT AUTHORITY (WCCIWMA)
BOARD OF DIRECTORS MEETING MINUTES – JULY 18, 2024

Meeting Date | Time 7/18/2024 6:15 PM | Meeting Location City of El Cerrito - Council Chambers, 10890 San Pablo Avenue, El Cerrito, CA 94530

Meeting called by Board of Directors

Type of meeting Special

Authority Staff Present Peter Holtzclaw, Reka Abraham, Lisa Borreani, Rachel Dice, Claudia Menjivar, and Webster Nguyen

Legal Counsel John Bakker

Board Members Present:

Directors: P. Fadelli (Alternate), El Cerrito; D. Romero, Hercules; A. Tave, Pinole (Chair); G. McLaughlin (Richmond); and R. Xavier, San Pablo

Absent: M. Willis, and C. Zepeda (Vice Chair) Richmond; F. Glover and J. Gioia (Ex-Officio) Contra Costa County

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 (Fadelli, McLaughlin, Romero, 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. May 9, 2024 Authority Board Meeting Minutes
2. Resolution to Provide Account Access (Financial and Administrative)
3. Workers Compensation Insurance
4. Property/Liability & Auto Insurance
5. Website Management Contract Agreement

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Director Xavier requested the removal of Item 5, Website Management Contract Agreement, from the Consent Calendar to allow a discussion. She asked about the lowest bidder and why that bidder had been removed.

Lisa Borreani, Program Manager, Outreach, explained that a Request for Quotes (RFQ) had been sent out to ten potential respondents and only eight had replied, one declined and one did not respond. Those that had responded included Civic Plus, Granicus/govAccess, MIG Inc., Nerd Crossing, S Groner Associates (SGA) Marketing, Streamline, Tripepi Smith, and WPBeginner LLC. The lowest quote was from WPBeginner LLC, which was a bare bone templated website bid and in the review a vendor with more technical experience had been preferred, which was why Nerd Crossing had been the preferable vendor. She also clarified, when asked, the situation with respect to the current website management provider, Recyclist, and the existing on-line green guide where Recyclist will no longer provide this service and ends on October 31, 2024, and the estimate for their on-line guide, called Waste Wizard, was too high. She explained that there is an existing resource on the RecycleMore website called Re:Source could be used in the interim pending the separate selection of another vendor(s).

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

MOTION PASSED unanimously by a voice vote.

STAFF REPORT

Executive Director Peter Holtzclaw identified five excellent meetings with CalRecycle in June and reported that all five member agencies were in great shape.

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

Executive Director Holtzclaw noted that there had been a Board workshop in May 2024 about the budget, which had been discussed numerous times since. He identified the points that bound the budget together, the agency's mission and the need to comply with its established responsibility and state mandates, and the reason for the agency to ensure efficiency, lower rates/bargaining power and compliance. He identified the member agencies, the main aspect of the Post-Collection Agreement (PCA) to set post-collection rates, the numerous programs associated with solid waste, recycling, composting, household hazardous waste, electronic waste, batteries, and mattresses, and the overall compliance necessary to meet state mandates.

Mr. Holtzclaw reported that the total expenditures for the proposed Fiscal Year 2024-25 Budget were slightly over \$1.7 million, estimated revenues were almost \$1.2 million, and there was a deficit, which while not uncommon could affect rates this year.

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Mr. Holtzclaw explained that the budget was evaluated in coordination with the rates, rates were set each November for the calendar year, the budget and rates were evaluated financially and operationally every six months, and both had to be viewed in the context of operations and reserves. He reported the operating fund balance had almost \$350,000 as of June 30, 2024 and that balance had been projected to be over \$700,000 at June 30, 2025, consistent with the policy of the operating fund at 67 percent of revenues. The recycling/special fund (reserve) balance was identified as nearly \$1,500,000 with a projection of \$575,000 at June 30, 2025, which was somewhat lower than agency policy due to the fact that the agency was at full staff implementing more programs, and would ideally like to be at \$662,000.

Mr. Holtzclaw explained that there were three sources of revenue through payments from Republic Services, HHW and oil programs, and interest for a total of \$1,197,910. He summarized expenses for personnel, general expenses and program expenses at \$1,706,172. Details for both revenues and expenditures were presented, the major projects were identified, and Compliance Fund activities and details were provided.

Director Xavier asked about the mattress program and the amount overpaid to Republic Services, and Mr. Holtzclaw explained that the Mattress Recycling Council paid Republic between \$3 and \$4 per mattress, the cooperative agreement signed before he came on board asked for \$20 per mattress for that program to incentivize residents to bring mattresses to the HHW facilities, and Republic would divert those for free. He explained that the cost to divert was not \$20 and that program would need to be investigated further. While that provision would be removed from the next PCA, it had been included in this year's budget to carry through to the end of the current PCA.

Director McLaughlin clarified with staff that the line item for \$80,000 allocated to mattress collection was where the \$20 per mattress had been included in the budget.

Mr. Holtzclaw commended the mattress program as a great program but the actual cost was unknown at this point and would have to be investigated further, particularly since the Mattress Recycling Council was paying \$3 to \$4 per mattress. He also clarified in further response to Director McLaughlin the status of the reserve fund and the fact that it would be below the Board's policy of \$662,000 in that it was expected to be \$575,498 at June 30, 2025, and while the Board had previously approved a \$785,250 transfer from the reserve fund to the operating fund, that had not yet occurred.

Mr. Holtzclaw clarified for Director Romero that the budget was a year ahead of expenditures, although Director Romero suggested it was more like six months behind, and he recommended a future discussion of whether there was 67 percent of revenue or 50 percent of expenditures, taking out programs since they were being funded by the Compliance Fund.

Director Romero suggested it was important for the Board to understand the number of mattresses that were actually being collected in that the program was helping cities like San Pablo and Richmond that had a massive number of mattresses being dumped on the street. He noted that once the number had been identified the reimbursement issue could be addressed.

Mr. Holtzclaw explained that a massive number of mattresses were being collected and that the dumping of mattresses was a separate issue through the franchises.

Director Romero referred to education with school districts and commented that the West Contra Costa Unified School District (WCCUSD) had its own franchise agreement with Republic Services. As such, he suggested the WCCUSD be asked for a copy of its franchise agreement since education could easily be a part of the WCCUSD's

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franchise agreement, which should be separate from what was provided by RecycleMore. He also commented that the reserve program should be based on expenditures, instead of revenue.

Director Romero referred to the change in law line item and noted that what had been listed under that line item had not been identified as to what those expenditures are, and should be identified to alert the Board and be more transparent. Mr. Holtzclaw stated he would include that in the rate review along with a proposal around the fund policies.

Chair Tave clarified RecycleMore's reserve policy with Mr. Holtzclaw, who provided the historical context of the reserve policy in relation to the rates and how the rates had actually been lowered during the pandemic to provide ratepayers some relief during that period, along with the fact that RecycleMore had only three staff members and the regulations related to SB 1383 had not yet been implemented.

Chair Tave asked about the Right to Fix (SB 244) and whether the budget reflected any enhancements to that program, and Mr. Holtzclaw pointed out where funds had been allocated in the budget to address the DIY Repair Workshop program, which was very popular.

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

At this time, Director Romero made a motion to adopt the Resolution of the Board of Directors of the West Contra Costa Integrated Waste Management Authority authorizing account access including investment of monies in the Local Agency Investment Fund (LAIF) and removing account access for former Finance & Administrative Services Manager. The motion was seconded by Director McLaughlin.

Prior to a completion of the voice vote, it was noted that the motion was incorrect and did not relate to the Fiscal Year 2024/2025 budget. Motion by Director Romero and seconded by Director McLaughlin to rescind that motion. Motion passed unianimously by a voice vote to rescind.

MOTION by Director McLaughlin to approve the Draft Fiscal Year (FY) 2024-25 Budget, as proposed. SECOND by Director Romero.

MOTION PASSED unianimously by a voice vote.

Agenda Item 8.2 – Draft Post-Collection Request for Proposals (RFP) and Draft Post-Collection Agreement (PCA) | Presenter | Peter Holtzclaw - Executive Director

Executive Director Holtzclaw presented the Draft Post-Collection Request for Proposals (RFP) and the Draft Post-Collection Agreement (PCA), and advised that the current PCA with Republic Services would expire on June 30, 2025. He explained that in Spring 2023, the Board had voted to establish an Ad-Hoc Committee to research and recommend direction to the full Board. That direction recommended an RFQ, and in February 2024 the Board vote, which was mixed, directed staff to draft an RFP for post-collection solid waste services. In March 2024, the Board entered into a contract with Nothing Wasted, which was helping to draft the RFP, term sheet, and the new PCA.

Mr. Holtzclaw explained that the draft RFP and draft term sheet had been provided to regional staff on June 1, 2024 and there had been two meetings with regional staff. The documents had also been made available on Google Docs to gather input from the member agencies. He clarified that the PCA, term sheet and RFP had been based on documents from 2012, when the agency had followed a similar process. He also noted that Republic was the only company that had assets in Contra Costa County and all the other bidders had no assets in the County. The RFP had been based on a very strong response from 2012, and there had been no legal issues at that time.

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Mr. Holtzclaw reported that Contra Costa County and El Cerrito were now part of the process, which had not been the case in 2012. He added that in the draft there was a 12-year term with a 13-year extension and he explained how that would work with El Cerrito, which had a collection franchise that would go to 2032.

Mr. Holtzclaw added that the rate structure would also have to be adjusted somewhat to be able to sync up with the collection franchises and with the end of the current PCA. He highlighted a number of other provisions to be included in the PCA in terms of scope of services, pricing, community revenue rebates, schools and public outreach, performance metrics, data tracker access, liquidated damages, and contract extension. He also pointed out what would be different from the current PCA.

Mr. Holtzclaw stated he would continue to get feedback from the member agencies, RecycleMore Legal Counsel would look at the drafts after which there would be a staff review and Board feedback, and a final RFP and PCA would be submitted to the Board at its September 12, 2024 Board meeting for approval or other direction, with proposals due back by November 27, 2024, something back to the Board in January or February 2025, and with the negotiation of a final contract by the end of June 2025.

Director Xavier commented that she was not happy with the proposal given that Republic Services had been mentioned several times and should not have been mentioned since that would discourage the interest of other firms. She added that the dates were confusing and hard to follow in several places in the documents.

Director McLaughlin asked if the document would be made clearer, and Mr. Holtzclaw explained that changes would be made and the full agreement could be negotiated after a contractor had come back with a proposal. He clarified that the document was a rough draft and would be cleaned up, although the document had honed in on some very important issues.

Mr. Holtzclaw added that the draft document had been made available to the member agencies on July 1, 2024 and he emphasized that the issues had been discussed with the member agencies since June 1, 2024.

Director McLaughlin asked if the current PCA was not extended whether that could limit the number of respondents to the RFP because respondents could not provide the rest of the information in the time allotted and be ready to perform by July 1, 2025.

Mr. Holtzclaw did not believe that would be the case. He stated the RFP would be completely out by September and be closed before Thanksgiving 2024, allowing six months to be able to move forward.

Director McLaughlin suggested a year would be more appropriate. She also asked about increased transparency in the PCA.

Mr. Holtzclaw explained that there was already great transparency and the documents would all be inspected weekly and monthly from a number of public agencies that did the inspections through all public record documents.

Director McLaughlin suggested that applicants could specify innovative transparency that could be used to make more information available to the public.

With respect to liquidated damages, Director McLaughlin understood that the regulatory agencies handled that but asked how RecycleMore or the contractor would coordinate the requirements of the regulatory agencies. She asked

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about liquidated damages, if not from RecycleMore, how RecycleMore could play a role with the regulatory agencies to make sure that any violation was covered by liquidated damages.

Mr. Holtzclaw stated he would talk with RecycleMore Legal Counsel Bakker as to liquidated damage language.

Mr. Holtzclaw added that he was on the email list of a host of agencies and any areas of concern would be followed up by staff and he would look to the Environmental Protection Agency (EPA) for guidance as to the responsibility of each agency, including RecycleMore.

Director Romero stated the City of Hercules was negotiating a 10-year franchise agreement and going to 12 years would be difficult in terms of restructuring and was not something the City of Hercules would likely support.

Mr. Holtzclaw understood that the term aspect would have to be negotiated given the number of agreements involved.

Director Romero asked how long it would take to bring up blended rates given that there would be only four or five months to affect a new blended rate structure. He commented that the reality was how to do that and suggested increasing the rates this year to get by the first 18 months given there would be little time to get a new rate structure together, and Mr. Holtzclaw stated that would have to be determined.

Director Romero also wanted to know more about the San Francisco OCC No. 11.

Mr. Holtzclaw referred to a commodity revenue rate and the fact that China had changed its policy from accepting volumes of paper to accepting no paper. He commented that he wanted the revenue rebate to float between \$5 and \$9, and if looking at a volume environment from five member agencies, he suggested the revenue rebate would be much higher because the mixed paper index undervalued materials recovery facility (MRF) commodity revenues.

Director Romero did not dispute that but wanted to see the numbers to identify the better index. As to the discussion of why the PCA had different dates, he stated RecycleMore had started the first PCA in 2012 when different companies had been brought in to see what could be offered. It had been found that some companies did not include trucking costs because they had no local facilities and the prices were not good. He highlighted the initial process and the timeline involved with of the first PCA. He added that green waste and hydrogen was a concern to him because RecycleMore did not receive anything in terms of green waste and he was glad that had been brought into discussion. He had a major concern in the PCA with any public outreach having to do with the WCCUSD, which in the past had been included, although the WCCUSD had not been forthcoming about working with RecycleMore.

Director Romero also asked about the changes in position from Recycling Coordinators to Sustainability Coordinators, and Mr. Holtzclaw explained there had been a change in job scope. RecycleMore staff wanted the contractor to have four coordinators but RecycleMore had added an additional staff member so only three coordinators had been recommended for the contractor.

Director Romero questioned whether there would be any bids because it would take some time to develop a landfill, transfer station, recycling center or HHW if the bidder did not have those assets, and the one contractor that had all those assets would likely be the only bidder. With respect to the document, he noted RecycleMore had to perform AB 1826, SB 1383 and other legislation and he had not seen RecycleMore affect multifamily dwelling units and there was very little information about multifamily units, the number and the material to be redistributed or recycled within a multifamily dwelling. He added that if there was anything in the PCA it should be talking about the valuable things that RecycleMore should be doing, and without mentioning and addressing multifamily he

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suggested was a failure and staff should get back to what needed to be done as an agency. He hoped to be able to get to that point. He acknowledged that the document was a draft.

Director McLaughlin verified with RecycleMore Legal Counsel that whether the contract was 10 or 12 years in term the RecycleMore Board and the contractor would have to approve it.

Director McLaughlin wanted to explore the action of prioritizing the domestic marketing of recyclable materials and suggested that could really make a difference in terms of the environment and the community.

Mr. Holtzclaw agreed but clarified that there were domestic paper mills, which for the most part were MRFs, but those mills could not make a spec clean enough for domestic mill production, which was why cardboard and mixed paper that came out of single stream recycling MRFs would go to Mexico, Korea, Indonesia or Vietnam because their specs were less. While he would like a MRF to be able to sell domestically, it would increase costs to get to a domestic spec and even if that was possible, a single stream MRF would rule out a paper stream.

Director Fadelli noted that the City of El Cerrito had recently passed its Climate Action Plan and Implementation Plan, of which reuse and waste reduction programs were a major component, as was SB 1383. He asked how SB 1383 impacted where RecycleMore was going as far as developing its PCA.

Mr. Holtzclaw stated that not only from a climate perspective there were recycling routes that now went to Napa and in the future would go to Richmond offering far more climate impacts and costs than the reduction of organic waste. He noted that by joining the next PCA, El Cerrito's rates would likely go down just because there would be a recycling rebate, fewer MRF costs and less collection or hauling costs. He stated SB 1383 had been very impactful. He added that multifamily would be a huge focus cutting down on contamination and increasing organics and recycling diversion, which was the main focus throughout the state.

Mr. Holtzclaw noted there was a good composting facility nearby, which also meant the commercial sector would have to focus to make sure that restaurants, for instance, were doing their required diversion and conforming with edible food requirements.

Mr. Fadelli noted that El Cerrito had an educational program with its schools and while those programs were no longer active he wanted to find out more of that component and suggested it was something that RecycleMore could be doing.

When asked, Mr. Holtzclaw clarified that comments on the documents had been submitted to RecycleMore staff since early June and for RecycleMore staff and member agency staff the current process would be ongoing until August 15. He added that would allow two weeks for legal and the consultant to wordsmith the document to be available for the agenda packet in September. In October 2024, there would be a mandatory proposers meeting. He expected one bidder and again explained why based on his professional opinion and based on the marketplace.

Director McLaughlin expressed concern that it appeared a decision was being made prior to a competitive process and it appeared that the successful bidder was a foregone conclusion. She wanted to look at the process with open eyes with whoever may want to go through the process.

Mr. Holtzclaw clarified that anyone could bid on the RFP but if a bidder did not have a facility nearby it would not be an acceptable bid. When asked, he was clear on his direction from the Board, to return with a final draft on September 5, 2024, and beyond that comments would be received and included in the final draft PCA and RFP.

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Director Romero asked that his prior comments at this meeting be addressed in the PCA.

Director McLaughlin requested that options also be included with the final draft to be presented in September, and Mr. Holtzclaw stated he would reach out to the Board and member agency staff to address those items most often discussed in terms of decision paths related to term, revenue rebate, liquidated damages and performance metrics, and options could be presented as well.

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

BOARD MEMBER AND STAFF ANNOUNCEMENTS

There were no Board Member or staff announcements.

ADJOURNMENT

With consensus of the Board, Chair Tave adjourned the meeting at approximately 7:53 P.M. until the regular Board meeting scheduled for September 12, 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 July 18, 2024.

Board Secretary

Date

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WEST CONTRA COSTA INTEGRATED
WASTE MANAGEMENT AUTHORITY

Agenda Report

DATE: September 12, 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. SB1383
 1. Edible Food Recovery
 1. Careit outreach to food recovery organizations underway
 1. Community Villages and BARM received training from Careit
 2. GRIP, REFP, North Richmond Baptist Church, True Fellowship Baptist Church, ABLE Foundation being scheduled
 2. Non-compliance outreach project – kickoff with Food Shift mid-September
 2. Local Assistance Grant
 1. MFD contamination minimization project in Hercules
 1. Door to door outreach to provide waste diversion kits to tenants
 2. Outreach preparations in progress with Republic Services
 3. Cascadia will assist with door-to-door outreach, contract will be brought for Board approval in October
 4. First progress report to CalRecycle due Oct 1
 3. Waiver verifications
 1. First set of site visits occurring end of September
 4. Implementation Record
 1. Reviewed by CalRecycle LAMD representative late July – a few updates in progress to become fully compliant

2. LAMD scheduling business site visits to check front of house recycling throughout the jurisdiction in September

2. HHW

1. The August 24th El Sobrante one day collection event was cancelled due to change in ownership of the host property. Cancellation notification was posted on RecycleMore and Republic Services websites and regional staff were informed to share on their social media and email blasts. Republic Services and RecycleMore staff were at the event site from 7am to 1:15pm to send any residents that did not see the cancellation to the HHW facility at 101 Pittsburg Ave, Richmond. Only 56 residents were spoken to. This event historically has 600-800 vehicles come through. The HHW facility had additional staff that day and received about double their usual participation (92 instead of the average of 45).
 2. The September 21st Richmond one day collection event will proceed as scheduled.
 3. HD37 grant extension has been approved by CalRecycle
 4. 2024 Marine flares collection event scheduled for Oct 16- November 2 with shipment on November 3
 5. Form 303 Cal Recycle report underway – Due Oct 1
1. Other Programs
 1. Staff attended California Resource Recovery Association conference Aug 19-21
 2. DIY Repair Workshop – volunteer recruitment in progress, next event date being scheduled

ATTACHMENTS:



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WEST CONTRA COSTA INTEGRATED
WASTE MANAGEMENT AUTHORITY

Agenda Report

DATE: September 12, 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:

PROGRAM UPDATES – Planned for July 2024/August 2024

1. Website
 - Engaged with Nerd Crossing to create new website design. Review of mockup layouts and content in progress.
2. Social Media
 - 8/30/24 – CPSC Refuel Your Fun/Labor Day – Refillable 1lb propane cylinders
 - 9/10/24 – Secondhand September/Thrifting Theme
 - 9/15/24 – El Sobrante Stroll Event/Visit RecycleMore Booth
 - 9/20/24 – World Clean Up Day
 - 9/29/24 – International Day Awareness of Food
3. School Programs - Partnership with Republic Services
 - In-House created school activity coloring book and stickers will be completed.
 - Outreach activities and content for presentation and tours completed for the 24/25 school year: Website updated and mailing to WCCUSD schools completed, with letter and flyer.
4. Events
 - El Sobrante Stroll – September 15, 2024 (Tabling opportunity to focus on SB 1383/Food Scrap Pails distribution and other programs)
 - HHW & Mattress Collection Event – September 21, 2024 - Galileo Club, Richmond. Promotion for event includes: Postcard mailer to Republic Services customers, advertisement, press release, flyer, social media, website, etc.

ATTACHMENTS:



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WEST CONTRA COSTA INTEGRATED
WASTE MANAGEMENT AUTHORITY

Agenda Report

DATE: September 12, 2024

TO: West Contra Costa Integrated Waste Management Authority Board

FROM: Reka Abraham - Program Manager

SUBJECT: Data Tracker Software for City of El Cerrito

ACTION REQUESTED:

MOTION to APPROVE one of the recommended vendors for the City of El Cerrito Data Tracker Software for a three-year contract:

- A. APPROVE Terra Compliance - \$10,000 annual fee + \$1,000 one-time fee; OR
- B. APPROVE Smart1383 - \$23,765 annual fee + \$4,995 one-time fee

BACKGROUND:

RecycleMore holds the current contract for El Cerrito compliance data tracking with Routeware Global, Inc. (formerly Citizen Communications LLC DBA Recyclist. This contract was established on March 31, 2021 and is valid until October 31, 2024. The current contract costs \$14,500 per year. Since the acquisition of Recyclist by Routeware on April 1, 2023, staff have noticed a significant decline in customer service and data management and have heard similar complaints from other jurisdictions around the Bay Area. In addition, while a Routeware representative alluded to a 10% increase in price, at the time they were not able to provide a quote for contract extension when it was requested in Q1 2024. Based on the 10% price increase expectation, \$16,000 was added to the FY24/25 budget to be used for data tracking software, which the Board approved in July 2024. *Routeware ultimately provided a quote when requested later in the process, discussed in the next section.*

DISCUSSION:

Staff chose not to extend the contract with Routeware in order to see what new data tracking software options are available to jurisdictions. RecycleMore researched the market and determined there are currently four data tracking software companies active in California: Routeware, Minerva, Terra Compliance, and Smart1383. A request for quote (RFQ) was sent to each company at the end of July 2024. Staff received proposals from the four data tracking software companies and received demos from each (except for Routeware, as staff is familiar with the program. Instead, a few additional questions were clarified via email). A proposals

review matrix (attached) was established to compare the responses of each company to the requirements in the RFQ, as well as the program demos. The proposals were graded by RecycleMore staff as well as El Cerrito staff. Because one of the companies, Terra Compliance, has a co-founder who is directly related to RecycleMore's Executive Director, the Executive Director had been asked to be recused from the evaluation and selection process by RecycleMore legal council.

Through the review process, it was determined that there are only two data tracker software companies that currently meet the needs of RecycleMore/El Cerrito. Terra Compliance and Smart1383 are presented here for the Board to consider for approval (proposals attached). Smart1383 slightly outweighs Terra Compliance in terms of company qualifications, however it is outside of the approved budget. Below is a breakdown of the two programs for the Board's consideration. Prices shown are based on a three-year contract.

Terra Compliance

Cost: \$10,000 annual fee + \$1,000 one-time data cleaning fee. Within approved budget.

Pros:

- Company has a very strong technical background and built the software from the ground up; it is fully customizable to client's needs
- Cofounders have extensive data management experience in high security industries
- Offering one on one customer service with timely and high degree of responsiveness to inquiries and requests
- Program is well organized and very user friendly; easy to navigate
- Unlimited data uploads: can mass import outreach data (only company that offers this)
- High level of permissions customizations for different levels of user access
- 3rd party mail-house feature allows for mass outreach to initiate from within the program and auto save to each generator; huge timesaver for staff (additional cost)
- Route review feature auto populates a map and suggests optimized address lists to visit to save field staff time during lid flips
- Waiver applications and violation complaint links to be posted on RecycleMore's website that would populate directly within the program
- Strong workflow available on waiver status (pending, in review, denied, approved, verified, revoked)
- Extensive list of upcoming program enhancements

Cons:

- Extremely new to the market, only one client (West County Republic Services); has not been vetted by other jurisdictions
- No personnel on the team with a solid waste background
- No EAR feature (yet)
- Will likely have a development curve as features are discovered to be missing and need to be built

Smart1383

Cost: \$23,765 annual fee + \$4,995 one-time startup fee. \$12,760 over approved budget

Pros:

- Founder and CEO has 30 years solid waste experience (used to own a hauling company, currently owns a consulting firm)
- Built the program from the ground up (customizable)
- Strong client base in SoCal, moving into NorCal
- API capabilities allows for real time data sharing between different platforms (i.e. East Bay San., City of El Cerrito, RecycleMore, Careit, Green Halo)
- Strong route review feature optimizes field work lid flips with data collection template on tablets that allows for data to be entered and a cart tag to be customized and printed in the field (printer extra charge). Data collected from route reviews is displayed in reports that allow for data to be utilized in outreach (e.g. most common contamination type, most contaminated routes, which carts were not set out, etc).
- Residential data is included in the quoted price (only company that doesn't charge extra)
- Front page dashboard is customized to client's preferred KPIs
- Robust and easy to use electronic annual report feature

Cons:

- Platform will take some time to learn to use, not all the features are intuitive. Interface is clunky in parts where sections are hidden behind tabs and pop ups
- There are multiple features that drive the high price that will not be used (i.e. edible food recovery inspections, estimated waste composition tool, most of the implementation record, potentially API connection with Hauler Hero (East Bay San's software))
- No public facing portal to fill out waiver applications or record violation complaints
- May not be able to fully import data by Oct. 31
- Annual fee is outside of approved budget
- Highest one-time start-up fee of all the quotes

CONCLUSION:

With the information presented, staff requests that the Board votes to approve Terra Compliance or Smart1383.

FISCAL IMPACT:

The Board's decision will have an impact on the compliance fund. If Terra Compliance is chosen, there will be a \$5k savings from the FY24/25 budgeted amount of \$16,000. If Smart1383 is chosen, an additional \$12,760 will need to be spent from the compliance fund.

ATTACHMENTS:

[Agenda Item 8.1 Attachment 1: Data Tracker Proposals Comparison Matrix_08_2024.xlsx](#)

[Agenda Item 8.1 Attachment 2: Smart1383_Proposal_RecycleMore_08-2024.pdf](#)

[Agenda Item 8.1 Attachment 3: Terra Compliance_Proposal_RecycleMore_08_2024.pdf](#)



RouteWare	Minerva	Terra	Smart1383
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PROPOSED RESPONSES REQUESTED IN RFQ

(5-Excellent / 4-Very Good / 3-Good / 2-Fair / 1-Poor)

1 Company info + qualifications	4.75	5	4.25	5
2 Similar services provided to other California jurisdictions?	5	4.5	2.25	4.75
3 Would there be a principal contact and team assigned to the RecycleMore account?	1.25	4.75	5	5
4 Can implementation and transition be completed by Oct 31st?	5	3.75	5	4.25
5 Would there be adequate training opportunities for RecycleMore, El Cerrito and EBSan staff?	4	4.75	5	4.75
6 What level of technical support is provided?	3	3.5	5	4.75
7 Are the unique logins and permission levels available adequate?	4	4.75	5	5
8 Is the accessibility provided adequate?	5	4.5	5	5
9 Are there sufficient program enhancements planned?	1.25	2.75	5	4.25
10 Does the company offer all the requested compliance tracker features?	4.75	3.5	4.75	4.75

RANK OF RESPONSES

29	33	37	38
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	RouteWare	Minerva	Terra	Smart1383
PROPOSED COSTS				
1 One year subscription	N/A	\$ 24,000.00	\$ 12,500.00	\$ 24,500.00
2 Start up fee	N/A	\$ 2,500.00	\$ 1,000.00	\$ 4,995.00
3 Multi-year subscription (annual cost)	\$ 31,440.00	no discount	\$ 10,000.00	\$ 23,765.00
4 Initial cost for first year	\$ 31,440.00	\$ 26,500.00	\$ 11,000.00	\$ 28,760.00
5 Total cost over 3 years	\$ 94,320.00	\$ 74,500.00	\$ 31,000.00	\$ 76,290.00
RANK OF COSTS (4= most desirable, 1 = least desirable)	1	2.5	4	2.5
COMMENTS (SUBJECTIVE)				
1 Positive	<p>Already using this platform. No transition required. Expensive. Familiar platform. Fulfills basic needs of compliance tracker thus far.</p>	<p>Seemed slightly less clunky than Recyclist with a more responsive team. Also less expensive. Program is built by waste consulting firm. Solid waste background. Used by other CA jurisdictions. Developer has experience in waste industry. Can track implementation record items. Create EAR reports.</p>	<p>Program is organized and very user friendly. Not clunky or difficult to navigate. Company is well structured and co-creators have a diverse background in tech as well as gov. compliance (US Intelligence Agency and FEMA). Low cost. Lots of 1:1 initial support as new company. Great tech experience. No limit of number of data uploads. Willing to give high degree of attention to troubleshooting issues. High degree of user permissions options.</p>	<p>User friendly interface. . Seems like they have a lot of experience in this field and have incorporated a lot of unique features into the program. Though they are more expensive than budgeted, they offer a built in comprehensive route review program, and include residential data if needed. API capabilities for real time data uploads rather than relying on uploaded spreadsheet. They can connect with Careit. Solid waste background. Used by other CA jurisdictions. Route reviews feature built in. Very experienced in waste industry. Knowledgeable in hauler needs / expectations.</p>
2 Negative	<p>Clunky, difficult to download data for mailings etc. Low effort proposal. Way too expensive, over doubled the annual cost from previous subscription without increasing value to the user. Quote was provided late and messy. No program enhancements planned. Cost doubled, way too expensive. Sloppy proposal submitted. High annual cost. Have heard of issues with data upload accuracy and ease of use.</p>	<p>Seems pretty expensive for what they are offering.No program enhancements planned other than incorporating new regs when they pass. Not very robust. Interface may not be easy to navigate. No updates or enhancements planned.</p>	<p>Would be taking a gamble here since this is a brand new company. They have no one on staff with a solid waste background. They currently have one client, but other prospects in the test environment negotiating contracts. No solid waste background. New company so not a lot of clients. No EAR feature (yet). Very new company, there maybe a high learning curve for them to meet needs. Unsure of how the data we need for reports will be exported.</p>	<p>Some of their features will not be utilized, such as edible food inspections and IR. Expensive. Could be a high learning curve to get used to platform, seems a bit unintuitive. Multiyear discount only available with prepay</p>
SUBJECTIVE RANKING BASED ON QUOTE (4= most desirable, 1 = least desirable)	1	2	3.25	4
TOTAL RANKING (highest score = most desirable)	31	38	45	44

Agenda Item 8.1 - Attachment 1

RouteWare	Minerva	Terra	Smart1383
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IMPRESSIONS FROM DEMO (5-Excellent / 4-Very Good / 3-Good / 2-Fair / 1-Poor / 0-Not Included)

1 Is the program's layout intuitive/ does the program look user friendly?	3.75	3.5	4.5	4.75
2 Are the reports customizable (i.e. select or deselect certain data categories) and easy to download ?	4.75	4.5	4.5	4.5
3 Do the reports display data in a layout that is easy to interpret?	3.75	4	4	4
4 Are the amount of contact cards available per generator adequate?	3	3	5	4.75

SECTION TOTAL

15.25	15	18	18
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QUESTIONS DURING DEMO Answers: (5-Excellent / 4-Very Good / 3-Good / 2-Fair / 1-Poor)

1 How do you guarantee accuracy during data uploads?	3	4.5	5	4.25
2 What security features are utilized to protect the uploaded data and information?	4.75	5	4.25	5
3 How much customization is there available for outreach activity types?	2	2.25	5	5
4 What are the top three features that set this tracker apart from others on the market?	1	3.75	5	5

SECTION TOTAL

10.75	15.5	19.25	19.25
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Agenda Item 8.1 - Attachment 1

	RouteWare	Minerva	Terra	Smart1383
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COMMENTS (SUBJECTIVE)

<p>1 Positive</p>	<p>They hold the current contract, which is clunky but functioning well enough, and it would be no hassle to keep them (essentially extend the contract). Simple interface. Customer info, compliance records and interaction all on one page.</p>	<p>Have waste industry background. Their strength comes from dealing with multiple hauler data sets. They are very knowledgeable about the industry and SB 1383 and have access to their consulting team. SB1383 experience and background. Can group and compile individual tenant accounts. Displays history of closed and active address for any given address. Can export data for EAR.</p>	<p>Program is completely customizable to our needs, and we would have extra benefits and responsiveness as an "early adopter" of the program". We would get the benefits of customization on anything we want. They have clearly done their homework on what is needed by jurisdictions and are in connection with CalRecycle and Zabble. Mass importing outreach would be very helpful. Direct mailing through their mail house would be helpful (not part of quote). Link to waiver applications directly into the program included in subscription. Good workflow available on waivers. Lots of customization. Link to waiver applications directly in app. User interface simple and intuitive. Route review map is nice feature.</p>	<p>Have the highest combination of streamlined interface and waste background. They provide customization to meet their clients needs. Their background is consulting and hauling, so their industry knowledge helped build a really robust platform. There is clear passion from owner, Judi, especially when it comes to the route review aspect of their program. The landing page is customizable to show the KPIs most important to jurisdiction. They can connect to other entities via API for constant data uploads. Lots of customization. Built in route reviews. Works with Carelt & potentially Green Halo for C&D. Lots of solid waste background and experience. Very well experienced and familiar with reporting requirements. Robust filters for route review map. Provides example waste characterizations per business type. API is good feature to minimize data uploads. Customizable reports look very useful. Robust service level tracking</p>
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<p>2 Negative</p>	<p>Customer service has gone down the drain since Recyclist was bought by RouteWare. Not able to track service levels (number of containers, container size, pick-up frequency). No separate fields to enter in multiple / separate route numbers. Limited fields to enter in contact info. Does not work well on cell phones.</p>	<p>user interface is less streamlined than other options. Very similar to Recyclist, everything is a pre-set template with no opportunity for customization. The workarounds are clunky (for example: waiver verifications). Waiver applications have to be manually uploaded, mass outreach has to be manually uploaded or pay to upload, can connect with other platforms (Zabble) to send route information, but cannot receive the data back to connect to the generator pages. Not a lot of room for customization. Somewhat clunky and not as user friendly as other apps. Ability to enter customer interactions seems limited. Limited customization or plans to make updates. Cannot create implementation record report. Could be difficult to manipulate existing data to fit their format.</p>	<p>No one else is using Terra yet so it has not been vetted by other jurisdictions. They are brand new on the market and their background is not in solid waste. They may be really good in a year of additional development and working with real data. Brand new company, no background on solid waste. No current contracts to use as references. Untested - may have a high learning curve for developer to implement needed functions. No section to enter implementation record information. Most likely doesn't have robust functions to sort and filter accounts.</p>	<p>Don't have their own link to waiver application portal and complaint portal (but can connect to RecycleMore via API). Less well-known in Northern CA. User interface a bit clunky, many section hidden behind tabs and pop-ups.</p>
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SUBJECTIVE RANKING BASED ON DEMO (4 = most desirable, 1 = least desirable)

	1	2	3	4
TOTAL RANKING (highest score = most desirable)	27	33	40	41

Agenda Item 8.1 - Attachment 1

	RouteWare	Minerva	Terra	Smart1383
TOTAL RANKING FROM QUOTES	31	38	45	44
TOTAL RANKING FROM DEMOS	27	33	40	41
OVERALL TOTAL (highest score = most desirable)	58	70	85	86
SELECTED COMPANY	No	No	Yes	Yes

ADDITIONAL CONSIDERATIONS

<p>Within budget No EAR</p> <p>No waste industry expertise/experience</p> <p>Only hit the market this year (only one client) Fully customizable</p> <p>Would get 1:1 customer service experience</p> <p>Unlimited data uploads (including outreach)</p> <p>3rd party mailing feature</p> <p>Nice route review field optimization suggestions and mapping feature Strong data matching and compliance logics programming</p>	<p>\$7765 over budget + \$4995 startup cost Very strong route review feature</p> <p>Allows for API integration with other platforms Very strong waste hauler & consulting background Customizable A lot of clients, customer service would be standard</p> <p>Familiar with transitioning clients from Recyclist</p> <p>KPI dashboard is custom to each jurisdiction Imposes Cal Recycle waste compositions on to generators per business type to estimate waste composition per business</p> <p>Residential data is included in price</p>
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SMART 1383 Compliance Proposal

Prepared for

RECYCLEMORE

Contact: Judi Gregory

info@smart1383.com

855-724-1383 ext. 700



Reka Abraham, Program Manager, Recycling and HHW
RecycleMore
(510)609-1216
rekaa@recyclemore.com

Dear Ms. Abraham,

Thank you for the opportunity to provide a subscription quote for the **SMART 1383 Compliance System**. The SMART system allows for the convenient collection of pertinent information required for SB 1383 tracking and reporting. The system also has several built-in features designed to assist with outreach and inspection activities. Our system includes the following basic features:

- Dashboard
 - Customized KPI's and analytics
- Generator Manager
 - Includes inspections, outreach activities, contact logs, waste assessments and recordkeeping
- Route Review tool
- Waste Evaluation tool
- Waiver tracking
- Edible food and food recovery inspection tracking
- Extensive report features
- Implementation Record tracking
- Fully customizable features

The following pages provide details of the system capabilities. If you have any questions, please feel free to contact us at **855-724-1383** ext 700 or info@smart1383.com.

Sincerely,
Judi Gregory

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Company Information

SMART Compliance is a leading-edge company that specializes in providing sustainability intelligence systems and comprehensive compliance and reporting software as a service (SaaS). Our SB 1383 compliance software helps California communities easily navigate the complexities of reporting requirements. We are committed to helping jurisdictions, businesses, and organizations seamlessly integrate sustainability practices and metrics into their operations enabling them to meet regulatory compliance requirements and drive positive environmental and economic outcomes.

MISSION

At Smart Compliance, our mission is to empower organizations with intelligent and innovative compliance solutions that foster trust, efficiency, and peace of mind. We are committed to being a reliable partner and helping jurisdictions, agencies, organizations, and businesses navigate the complex landscape of regulations and requirements with ease. Through our cutting-edge technology and expert insights, we strive to revolutionize the compliance experience, ensuring that our clients can focus on their core objectives while we handle their compliance data, analytics, and reporting needs.

QUALIFICATIONS

SMART Compliance was founded by experts in the fields of both solid waste & recycling and information technology/computer science. Our team's extensive understanding of California regulatory compliance coupled with in-field technical expertise, and time-saving technology and data tracking systems is unparalleled.



REFERENCES

SMART Compliance has developed portals for seventeen agencies and haulers, representing over forty municipalities. An additional thirty-five portals are currently in the contracting phase. Some of our clients include: City of Lancaster, City of Burbank, City of Long Beach, City of Oxnard, City of Pico Rivera, City of Culver City, City of Ontario, and NASA Services (multi-jurisdiction hauler).

PROJECT TEAM

The principal contact for the contract is Judi Gregory. She is the CEO of SMART Compliance and also the primary SB1383 lead. Ryan Slattery will be assigned to on-board and train the client and oversee the portal set up. Ryan works directly with the client and tech teams to ensure a smooth and timely transition.

SMART Compliance headquarters is in Irwindale CA, but we have staff working around the country. All on-boarding can be completed remotely.

TIMELINE

A typical portal set-up is completed within 60-90 days. SMART Compliance can meet the October 31, 2024 deadline given that contracting is completed by the agency and that data is extracted from the current system in a timely manner.

- 9/3/24: Kick-off and on-boarding questionnaire
- 9/10/24: Portal set-up and login access provided
- 9/10/24 - 10/31/24: SMART and client work together to populate and test system.
- 9/30/24: Data extraction from current system completed and hauler/client provided data received by SMART
- 10/14/24: Portal deployed for testing
- 10/21/24: Portal testing completed. Client review and training
- 10/31/24: Portal fully deployed



TRAINING AND TECHNICAL SUPPORT

RecycleMore, City of El Cerrito, and East Bay Sanitary staff members that have user access privileges will receive as-needed training and support throughout the term of this contract. This will include at least five 1-hour sessions to train staff on all portal functions. These sessions will be recorded for future use.

SMART Compliance is also currently developing an on-line training portal that will be available 24/7. We are committed to the success of all system users and to that end will assign a permanent client satisfaction representative to assist with all training and technical assistance.

USER LOGINS

UNLIMITED user logins are provided with all portals.

ACCESSIBILITY

Our portals are designed to meet or exceed WCAG 2.2 AA standards.

The portals will work on any browsers. The portals and survey application will work on iOS, Android, Windows, or Linux operating systems.



PROGRAM ENHANCEMENTS

The SMART 1383 system is 95% custom designed and coded. We do not outsource any programming and all development is performed in-house. Our system is not reliant on the functionality or capabilities of pre-developed platforms. Our system is regularly being updated with new functionality based on client input and requests.

Our system integrates with existing industry systems such as Careit and Zabble. We are in discussions with Green Halo to incorporate construction and demolition tracking integration.

Currently under development are additional systems for hauler reporting, wastewater tracking, and events management. Additionally, the EAR integration is in final stages.

SMART Compliance has completed the development of an Application Program Interface (API) for all fields maintained in the system. API integration is available at no cost for all clients.

The current Generator Manager system is browser-based, with access through a unique URL. Field tools use ARC GIS/Survey 123 so that Internet access is not needed while working in the field. A full system App is under development with testing expected Fall 2024 and deployment in early 2025.



SMART 1383 System Quote

BASE SYSTEM

SERVICE	COST
One-time setup fee	\$4,995
Annual subscription*	\$24,500
Unlimited user logins	Included
Initial data import	Included

*Cost is based on annual prepay. 2% discount for two-year prepay and 5% discount for three-year prepay.

STANDARD ADD-ONS

SERVICE	COST
Data Imports - as-needed	4 x YR FREE - FORMATTED \$250/EA - UNFORMATTED
As-needed customization	\$75-175/hr



DATA IMPORTS

Data imports are only one way to maintain updated information in the SMART 1383 system. The system was designed to allow clients to determine who has editing access so that records can be maintained and updated in real-time. Performing real-time edits eliminates the issue of outdated information, and the associated time-loss and cost of data imports. In this scenario, accuracy of data is dependent upon user.

Another no-cost option for data sharing is through an Application Programming Interface, or API. SMART Compliance offers an API option at no cost to clients. The API is the preferred mechanism to provide real time data to the SMART system and keep the data accuracy as high as possible.

For clients preferring to update information through data uploads, there is an option to receive four annual free uploads using the specified data template and format tool. Alternatively, unformatted data can be cleaned and formatted by a SMART team member at a cost of \$250 EA. It takes 1-2 weeks to scrub and prepare the data which is provided back to the client for review prior to import.

WHAT'S INCLUDED

The following pages provide detailed information on the SMART 1383 system. All items requested in the RFP are included in the system, including:

Service levels	Compliance statuses	Waiver system
Compliance tracker	Automated notices	Automated citations
Photo uploads	Complaint Tracking	Multiple contacts
Multiple Note fields	Custom fields	Data archiving
Self-haul	Backhaul	3rd-party
Multiple hauler	Alternative compliance pathways	

Outreach activities tracker: including site visits, phone calls, hard-copy mailing, emails, and any additional options customized to RecycleMore's jurisdictions.



Base System

SMART 1383 is designed to fully integrate all data and recordkeeping functions for businesses and jurisdictions that manage solid waste programs. The system's base model provides a robust platform for tracking all programmatic aspects of SB 1383.

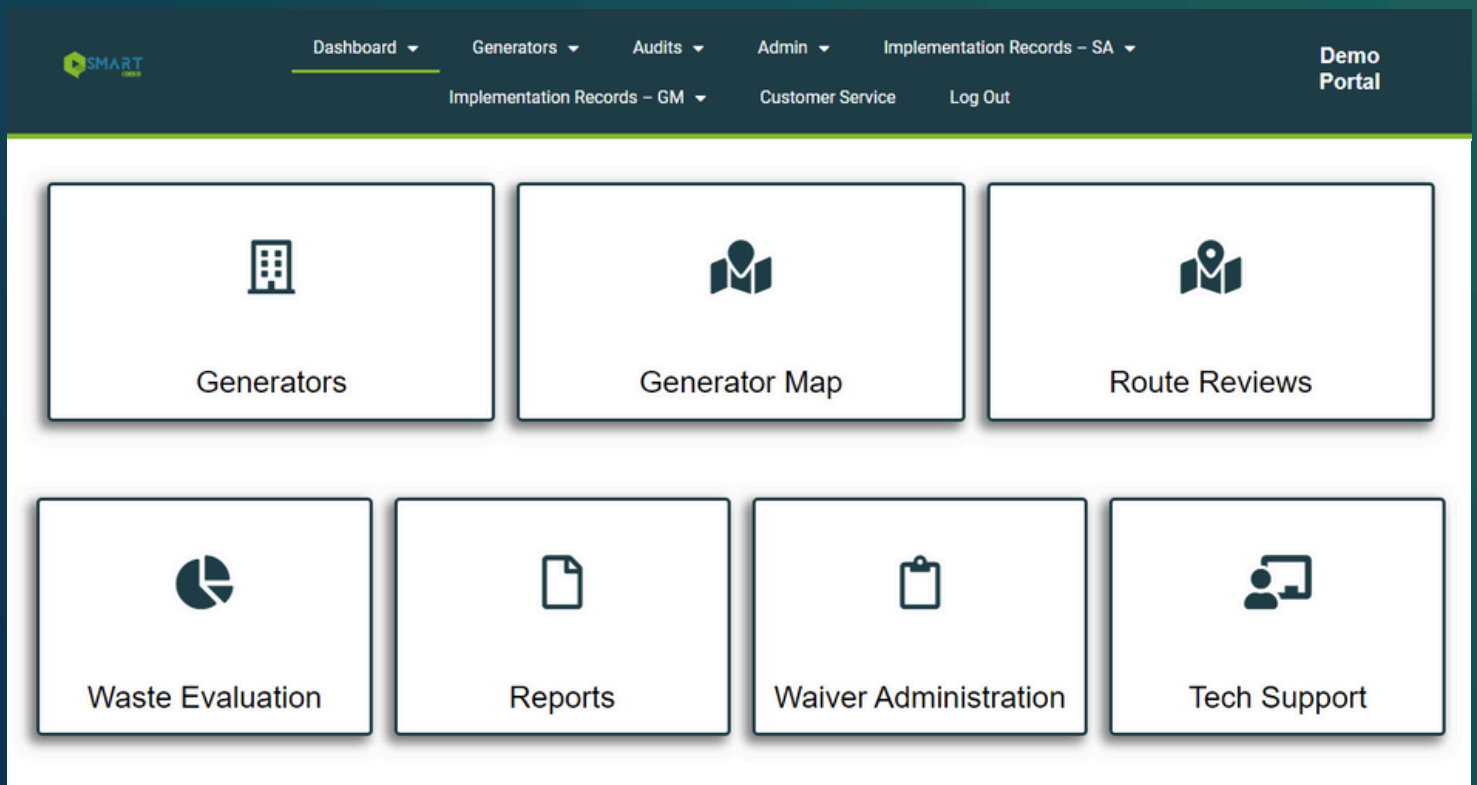
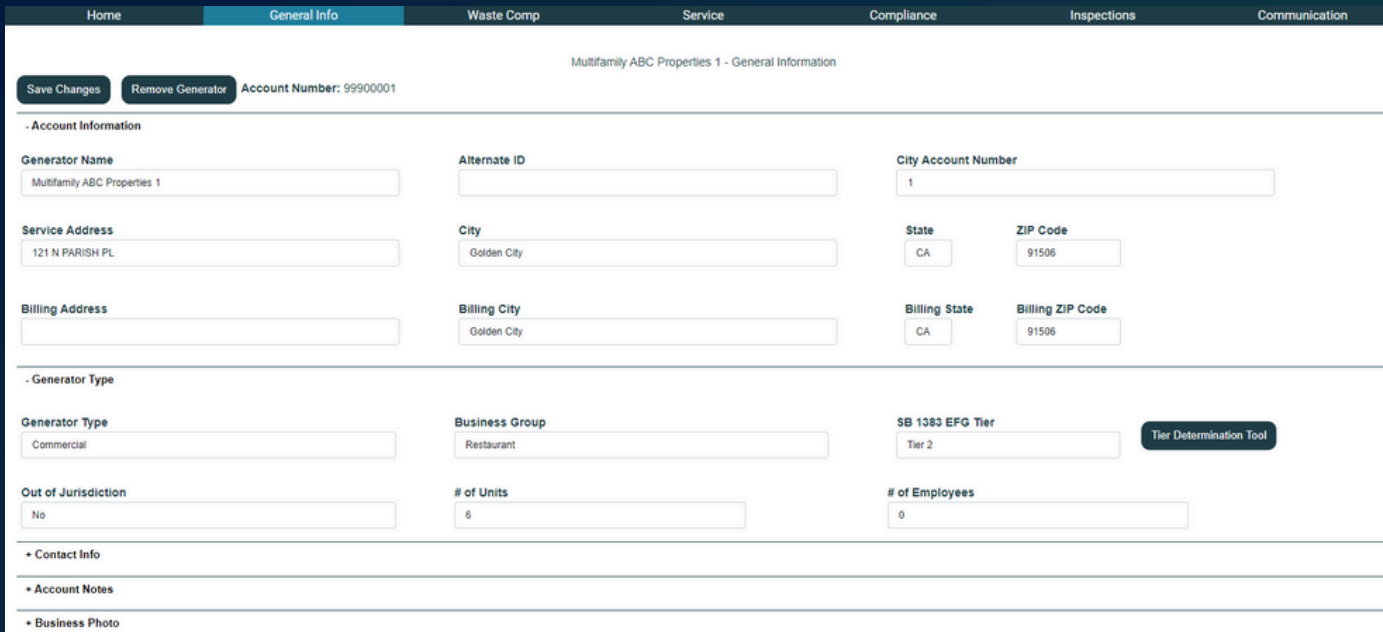


Figure 1: SMART Dashboard Home Screen

GENERATOR MANAGER

- Integrated map with up to four distinct layers and data points with point color flips to indicate status.
- Look up generators by name, account number, generator type, city, address
- SMART identify:
 - Tier 1 / Tier 2 status
 - AB 1826 & AB 341 subjectivity and compliance
 - SB 1383 compliance
 - Waiver eligibility
- Ten (10) custom data fields
- Quick links to all generator activities
- Account service level screen that works with 1, 2, 3 and 3+ bins systems
- Right-size tool for estimating optimal service levels
 - PDF generated estimate/subscription form
- Visual material composition
- Site visit survey that includes detailed generator compliance survey, photo uploads and PDF generated follow up report.
- Waiver assessment tool with PDF generated form that includes custom waiver content and logo.
- Container waste assessment and contamination tracker
- Inspection and enforcement tracking for all generators and food recovery organizations.
 - Generator SB 1383 compliance inspection
 - Generator self-haul inspection
 - Edible food generator inspection
 - Food recovery organization/service inspection
 - Complaint investigation
 - Inspection records show the results of inspection activities and renders a PDF or instant-print ticket Notice of Compliance/Violation.
 - Includes up to ten penalty/violation codes and ten custom tracking fields per each inspection type:
- Contact log that tracks communications and allows creating tasks and reminders.
- Generate reports, notices, and labels for: contamination, violations, survey results and recommendations, compliance letters, and outreach materials
- Data automatically feeds into SB 1383 Implementation Record Tool



The screenshot displays a web application interface for managing generator information. The top navigation bar includes 'Home', 'General Info' (selected), 'Waste Comp', 'Service', 'Compliance', 'Inspections', and 'Communication'. The main content area is titled 'Multifamily ABC Properties 1 - General Information' and includes a 'Save Changes' button, a 'Remove Generator' button, and an 'Account Number: 99900001'.

The form is organized into several sections:

- Account Information:**
 - Generator Name: Multifamily ABC Properties 1
 - Alternate ID: [Empty]
 - City Account Number: 1
 - Service Address: 121 N PARISH PL
 - City: Golden City
 - State: CA
 - ZIP Code: 91506
 - Billing Address: [Empty]
 - Billing City: Golden City
 - Billing State: CA
 - Billing ZIP Code: 91506
- Generator Type:**
 - Generator Type: Commercial
 - Business Group: Restaurant
 - SB 1383 EFG Tier: Tier 2
 - Tier Determination Tool button
 - Out of Jurisdiction: No
 - # of Units: 6
 - # of Employees: 0
- Contact Info**
- Account Notes**
- Business Photo**

Figure 2: Sample Generator Information Screen

INTEGRATED FOOD RECOVERY MANAGER FOR EDIBLE FOOD CAPACITY PLANNING

- Look up organization by name, address, account number, city
- Track type of organization
- Track services offered: transportation, distribution...
- Track foods received
- Track SB 1383 annual records
- Inspection and enforcement tracking, records results of inspections, compliance reviews, schedule follow-up inspection, prepares PDF or instant-print ticket Notice of Violation. Includes several compliance report types and up to ten penalty codes per type and ten custom tracking fields per type.
- Data feeds into SB 1383 Implementation Record Tool
- Create shareable PDF reports of selected FRO/FRS for auto email to food generators as part of education and compliance assistance.
- Tracks food donation usage and available capacity data for bi-annual edible food capacity planning.

Route Review Tool

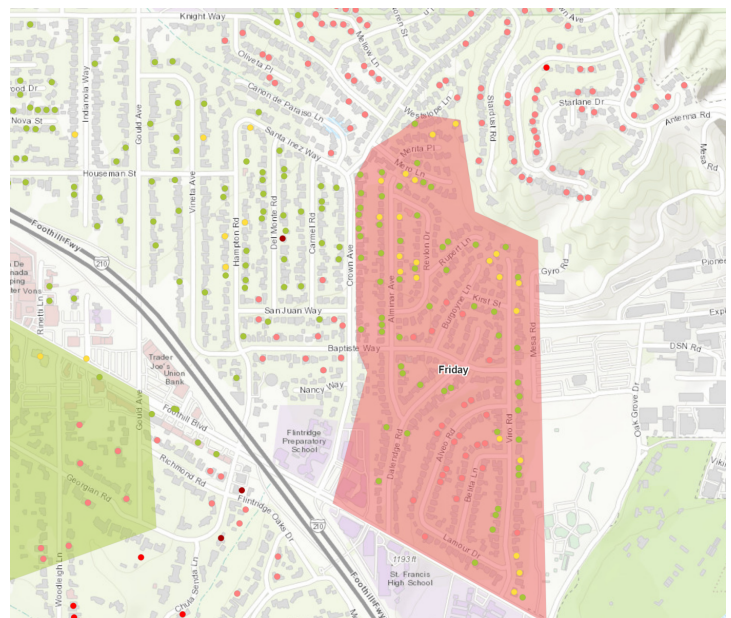
The SMART Route Review Tool is a component of the SMART 1383 System, designed to efficiently collect container contamination records and provide immediate feedback to customers on the results. The collected data is analyzed in real time to help identify common contaminants and the service areas most affected by contamination.

Integrates with Zabble Zero AI Mobile Tagging

FIELD AUDIT MAP

- Auditor field map with list of all locations plotted for easy selection.
- Single touch, drop-down of account details.
- Custom color coding and map layers designating auditors, schedule, or other critical elements.
- Dot color flip on completion of audit.
- Up to four map layers included.

Figure 3: Field Auditor Route Review Map



CUSTOMIZABLE ROUTE REVIEW COLLECTION SURVEY

- Complete contamination collection survey with 10 additional customizable fields
- Prepopulated customer information and service data (no re-entry)
- 1, 2, 3, or 3+ container streams
- Photo upload
- Geolocator and date/location timestamp
- Built-in field label with custom messaging (printer hardware sold separately)
- Real time upload with data service enabled device
- Use on any device: phone, tablet, or desktop
- No cost, unlimited field auditors access through Survey123 App on the App store

Figure 4: Route Review Data Screen and Sample Label

NOTICE

Today your hauler performed a visual inspection of your carts as required by SB1383 regulations.
 Date and Time of Inspection: 27-04-2022 13:37:43

The results of your inspection are as follows:

Trash Cart:
 Contaminated with: cardboard, put this material in the recycling cart.
 Contaminated with: yard trimmings, put this material in the organics cart.

Recycle Cart:
 Not Contaminated

Organics Cart:
 Not Set Out

Notes:
 If you have any questions, or would like to find out more information about how to properly separate materials -
 Please visit: <https://smart1383.com>
 Or scan the following QR code

SPECIAL FEATURES OF THE ROUTE REVIEW TOOL

- KPI and in-depth analytics tab on dashboard
- Integrated education and outreach materials
- Integrated account notices
- Results report showing real time data of container audits performed, including photos and labels
- Customizable results view
- Generate customized notice labels in-field or in the office in PDF format for download
- Downloadable Excel or CSV file
- Integration with Implementation Records

Figure 5: Route Review Analytics Dashboard

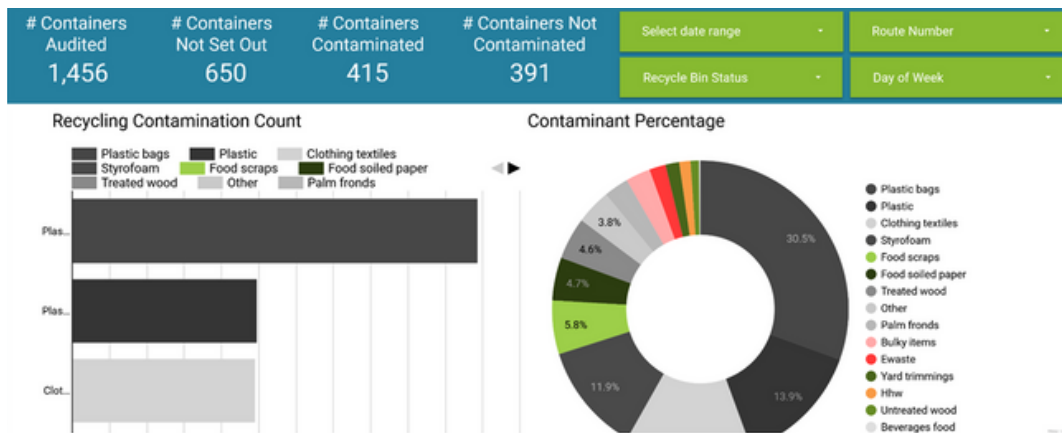


Figure 6: Route Review Data Report

Clear filters Columns Print Excel CSV Copy PI

Search:

Trash Bins	Green Bins	Trash Bin Audit	Trash Contaminated	Recycle Bin Audit	Recycle Contaminated	Green Waste Bin Audit	Green Waste Contaminated	Extra Bins?	Auditor	Survey Date
0	0	Not Set Out	0	Not Set Out	0	Not Set Out	0	0	whs	12/16/2022
0	0	Not Set Out	0	Not Set Out	0	Not Set Out	0	0	whs	12/14/2022
0	0	Not Set Out	0	Not Set Out	0	Not Set Out	0	no	very	01/27/2023
1	1	Not Set Out	0	Not Set Out	0	Not Set Out	0	no	mgard	06/07/2022
1	1	Not Set Out	0	Not Set Out	0	Not Set Out	0	no	whs	06/07/2022
1	1	Not Set Out	0	Not Set Out	0	Not Set Out	0	no	whs	06/07/2022
1	1	Not Set Out	0	Not Set Out	0	Not Set Out	0	no	very	06/07/2022
1	1	Not Set Out	0	Not Set Out	0	Not Set Out	0	no	whs	06/07/2022
1	1	Not Set Out	0	Not Set Out	0	Not Set Out	0	0	whs	06/07/2022
1	1	Not Set Out	0	Not Set Out	0	Not Set Out	0	0	whs	06/07/2022

Waiver Tracking

The SMART Waiver Tracking System is a feature of the Generator Manager. It is designed to efficiently collect waiver assessment information and provides SMART technology to guide auditors on proper waiver assessment.

Figure 7: Sample Waiver Form

- The collected data stored in real time and pushed to authorized personnel to review, approve/deny, and record waivers. Waiver approvals and denials automatically update in the Generator Manager.
- System alerts at a user specified date, prior to expiration
- System automatically generates customer waiver PDF form
- System logs history of waivers by generator
- System automatically pushes all waiver information to Implementation Record

SMART 1383

CITY OF DEMO
APPROVAL OF WAIVER APPLICATION FOR RECYCLING AND/OR ORGANICS WASTE REQUIREMENTS

Date: 5/13/2023

Applicant Name: Multifamily ABC Properties
 Email Address:
 Contact Phone:
 Property Contact (if different from applicant):
 Phone:
 Mailer: City Of Demo

Property Address: 121 N Fourth St, Burbank, CA 91506, USA
 Property Type: Commercial
 Business Sector: Multifamily
 Number of Employees: 0

AB 1826
 Waiver Regulation: AB 1826
 Type of Waiver: De Minimis
 Waiver Status: Your waiver request is approved. This waiver is in effect for one year from the issuance date of this letter. Your property will be reassessed by the City prior to your waiver expiration date, and if determined eligible, will be automatically renewed.
 Issue Date: 2023-05-10 Expiration Date: 2024-05-10

SB 1383 Recycling
 Waiver Regulation: SB 1383 Recycling
 Type of Waiver:
 Waiver Status: Your request for a waiver has been denied. The property is required to subscribe to recycling services. Please contact your primary waste hauler to arrange for these collection services.
 Issue Date: 2023-03-01 Expiration Date: 2023-08-11

SB 1383 Organics
 Waiver Regulation:
 Type of Waiver:
 Waiver Status: The property has been assessed and is not eligible for a waiver at this time.
 Issue Date: Expiration Date:

OFFICE USE ONLY
 Site Inspected by: Lauren Yang Site Inspected on: 5/13/2023
 Application Reviewed by: Status of Application: APPROVED
 Notes: 0

Figure 8: Waiver Approval Screen

AB1826 Waivers SB1383 Recycling Waivers SB1383 Organics Waivers

Please fill out the dates before checking the approval switch. The waiver with the largest Waiver ID is the current waiver.

Start Date: 05/22/2024 Date of Expiration: 05/22/2025

Copy Excel CSV PDF Search:

SMART Account Number	Waiver ID	Riz Name	Issue Date	Expiration Date	Auditor	Date of Assessment	Approval Date	Status	De Minimis	1383 Green Stream	Other Reason	CY Solid Waste	CY Cardboard	CY Recyclable Containers	CY Mixed Paper	CY Compostable Paper	CY Edible Food	CY Non Edible Food	CY Yard Waste	CY Other Materials	Notes	PDF	Files	Admin	
9990002	1	Chicken Galor	2023-10-10	2024-10-10				Approved	No	0	Physical Space	0	0	0	0	0	0	0	0	0		Create PDF	Files	Approval Accepted	Denial Accepted
9990003	2	Demo Gas Station	2023-08-09	2024-08-09	Judi			Approved	Yes	0		0	0	0	0	0	0	0	0	0		Create PDF	Files	Approval Accepted	Denial Accepted

Edible Food Tracking

The SMART Edible Food Tracking System is a feature of the Generator Manager. It is designed to efficiently collect edible food generator and food recovery organization/service inspection and compliance information. The collected data is stored in real time. Additionally, SMART integrates with the Careit App for comprehensive food recovery data collection.

Figure 9: Sample Food Recovery Inspection Form

Date of Inspection:

Inspection Method:

Contact Name:

Contact Phone:

Contact Email:

Contact Title:

Type of Visit:

Verified FRO/FRS Type is correct?

Type of food	This Type of Food Recovered	Amount Received (lbs/ month)	Total Capacity (lbs/ month)
Dairy/ Eggs	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Produce	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Meat/ Seafood	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Prepared	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Baked	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Beverages	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Non-Perishable	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Frozen	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>

Implementation Record

The SMART Implementation Record standalone system is an electronic data and record storage system for all SB 1383 recordkeeping.

It is designed to store all SB 1383 records required under Section 18995.2. If used as a standalone feature, the portal stores various file formats to upload electronic records in a single location. The IR has several built-in features to ease the reporting and recordkeeping process.

- Dashboard with separate logins and views for city staff, designees, and CalRecycle.
- Complies with Section 18995.2 of the SB 1383 regulations for a centralized location that can be readily accessed by the Department.
- Includes templates of written descriptions of inspection and enforcement programs as required by 18995.2(f)(2), saving hundreds of hours of description development time.
- Ease of collecting and storing for receipts, purchase orders, photos, and other documents required to be included with the IR.
- Includes the following recordkeeping sections:
 - Complaint Investigations
 - Compliance Reviews
 - Contamination Minimization
 - Edible Food Recovery
 - Education and Outreach
 - Enforceable Mechanisms
 - Jurisdiction Hauler Program
 - Organic Waste Collection Service
 - Recovered Organics Procurement
 - Recycled Paper Procurement
 - Waivers and Exemptions
 - Written Program Descriptions

Figure 10: Complaint Investigation Report Entry

Add Complaint Investigation Record

Add a Complaint Investigation Record

Would you like to enter information to create a record, or upload your records as a spreadsheet or document? *(Required)*

Enter information to create a record
 Upload a sheet or document containing complaint investigation records

Complaint Number <input type="text"/>	Is the complaint anonymous? <input type="radio"/> Yes <input type="radio"/> No	Date Complaint Received <input type="text" value="mm/dd/yyyy"/>
Name of Complainant <input type="text"/>	Complainant's Email <input type="text"/>	Complainant's Phone <input type="text"/>
Name of Alleged Violator Organization if Known <input type="text"/>		Account Number if Known <input type="text"/>
Complainant's Address <input type="text"/>		Description of Alleged Violation with all Relevant Facts Known <div style="border: 1px solid #ccc; height: 100px;"></div>
Street Address <input type="text"/>		
Address Line 2 <input type="text"/>		
City <input type="text"/>	State <input type="text" value="California"/>	
ZIP Code <input type="text"/>		

Figure 11: Contamination Minimization Record Upload

Add Contamination Minimization Records

Date <input type="text" value="mm/dd/yyyy"/>	Period Covered <input type="text"/>
Process Used <input type="radio"/> Route Review <input type="radio"/> Waste Evaluation	Number of Contaminated Containers <input type="text"/>
Record Type <input type="radio"/> Results <input type="radio"/> Photo <input type="radio"/> Contamination Notice <input type="radio"/> Enforcement Documentation	
Upload Record <input type="button" value="Browse..."/> No file selected.	
Accepted file types: jpg, doc, docx, xlx, xlsx, pdf, png, Max. file size: 20 MB.	
Link to File or Folder <input type="text" value="https://"/>	
<input type="button" value="Save Record"/>	

Figure 12: Enforceable Mechanism File Upload

Add Enforceable Mechanism Records

Add an Enforceable Mechanisms Record

Type of Mechanism (Required)

Ordinance ▼

Requirement Covered (Required)

- SB1383 Organic Waste Disposal Reduction Program
- Designees
- Self-haul
- CalGreen
- Model Waste Efficient Landscape
- Mulch Procurement
- Recovered Organic Procurement
- Quarantined Organic Waste
- Administrative Civil Penalties

File Title (Required)

File Description (Required)

File Notes (Optional)

Effective Date

Upload a File (Required)

Choose a file to upload

Figure 13: CalRecycle Implementation Record Access

CalRecycle Access
Demo Portal

Implementation Records

CalRecycle Records Access

Complaint Investigations - 14 CCR Section 18995.2 (f)(13), 14 CCR Section 18995.3 (c)

Copy CSV Excel PDF Print Columns Show 5 entries

Search:

Link to Edit Entry	Account Number if Known	Complaint Number	Name of Complainant	Complainant's Email	Complainant's Phone	Complainant's Address	Name of Alleged Violator Organization if Known	Address of Alleged Violator if Known
Edit Entry		123456	Jane Q Public	janeq@public.xxx		123 Any Street PO 123 California City, California 99999 Map It	ACME Widgets	321 Any Street PO 321 California City, California 99999 Map It
Edit Entry		001	Its Me	info@smart1383.com		123 Main California MyCity Map It	ABC Company	California Map It
Edit Entry								

Showing 1 to 3 of 3 entries

Previous
1

Compliance Reviews - 14 CCR Section 18995.2 (f)(11), 14 CCR Section 18995.1 (6)(1)

Contamination Minimization - 14 CCR Section 18995.2 (f)(4), 14 CCR Section 18984.6 (a)(1)(3)(4)(5), 14 CCR Section 18995.1 (d)(2)(3)(4)

Edible Food Recovery - 14 CCR Section 18995.2 (f)(8), 14 CCR Section 18985.2, 14 CCR Section 18991.2 (a)(1), 14 CCR Section 18991.1 (1)(2)(3)

Education and Outreach - 14 CCR Section 18995.2 (f)(6), 14 CCR Section 18985.3

Enforceable Mechanisms - 14 CCR Section 18995.2 (f)(1)

Jurisdiction Hauler Program - 14 CCR Section 18995.2 (f)(7), 14 CCR Section 18988.4 (a)(3)(1)(2)(3)

Reporting Features

SMART 1383 makes storing, exporting, and analyzing data a snap. The system comes with several pre-designed reports and the base system includes five custom reports. Standard reports include:

- Waivers
- Account information
- Program compliance
- MCR/MORe
- Account information
- Edible food and food recovery
- Inspections
- Activities and tasks...more

All reports are fully customizable and downloadable into CSV, XLS, PDF. The unique customization bar allows users to edit columns and data so that users only download the information that is needed. Several reports allow inline editing as well as downloadable links to photos and files.

Figure 4: Route Review Data Screen and Sample Label

SMART Account Number	Name	Address	Contact Name	Phone	Email	Huber Name	Type	Business Group	Truck Num Size	Truck Bin Size	Truck Frequency	Recipe Num Size	Recipe Bin Size	Recipe Frequency	Organic Num Size	Organic Bin Size	Organic Frequency	Marketing Service?	Number of Units	Notes	Account Status
5990001	MultiFamily ABC Properties	121 N PARKWAY PL				City Of Demo	commercial	MultiFamily	1	4.0 CY	1							Yes	5		Active
5990002	Chicken Galer	1329 SCOTT RD				City Of Demo	commercial	Food Vendor	1	3.0 CY	1	1	3.0 CY	1				No			Active
5990003	Demo Gas Station	8425 WISCONSIN DR				City Of Demo	commercial	Service Station	2	4.0 CY	2	1	4.0 CY	2				No			Active
5990004	The Burger Joint	8022 W MAGNOLIA BLVD				City Of Demo	commercial	Restaurant	1	3.0 CY	2	1	3.0 CY	1				No			Active
5990005	ABC Food Recovery DBA	8204 S MAGNOLIA BLVD				City Of Demo	commercial	Pro	1	3.0 CY	1	1	3.0 CY	1				Yes			Active
5990006	King LLC	8331 W WISCONSIN AVE				City Of Demo	commercial	MultiFamily	1	4.0 CY	2	1	3.0 CY	1				No	5		Active
5990007	Barkwell LLC	342 W SHELDON ST				City Of Demo	commercial	MultiFamily	1	3.0 CY	1	1	3.0 CY	1				No	5		Active
5990008	Munahan Ltd	215 W VICTORY BLVD				City Of Demo	commercial	Retail	1	2.0 CY	1	1	2.0 CY	1				No			Active
5990009	Wood Group	302 E PROVIDENCIA AVE				City Of Demo	commercial	MultiFamily	1	1.0 CY	1	1	3.0 CY	1				No	5		Active
5990010	Wood Group	302 E PROVIDENCIA AVE				City Of Demo	commercial	MultiFamily	1	4.0 CY	2							No	5		Active

Figure 15: Sample Automated MCR/MORe Report

Total Number of all Businesses, including Multifamily Generators	25
Total Number of Commercial accounts, not including Multifamily Generators	23
Total Number of Multifamily Generators	2

Short-Lived Climate Pollutant Reduction (SB 1383) Activities	
Businesses	Total Number
Total Number of Approved Recycling Waivers/Exemptions	5
Total Number of Businesses out of Compliance with Recycling (no subscription, no self-haul, or no waiver issued)	3
Total Number of Approved Organics Waivers/Exemptions	4
Total Number of Businesses out of Compliance with Organics (no subscription, no self-haul, or no waiver issued)	9
Multifamily	Total Number
Total Number of Approved Recycling Waivers/Exemptions	0
Total Number of Businesses out of Compliance with Recycling (no subscription, no self-haul, or no waiver issued)	0
Total Number of Approved Organics Waivers/Exemptions	0
Total Number of Businesses out of Compliance with Organics (no subscription, no self-haul, or no waiver issued)	1

Mandatory Commercial Recycling (AB 341)	
Businesses	Total Number
Total Number of Businesses Subject to MCR (AB 341)	11
Total Number of Businesses out of Compliance (no subscription, no self-haul, or no waiver issued)	1
Multifamily	Total Number
Total Number of Multifamily Subject to MCR (AB 341)	0
Total Number of Multifamily out of Compliance (no subscription, no self-haul, or no waiver issued)	0

Mandatory Commercial Organics Recycling (AB 1826) Activities	
Businesses	Total Number
Total Number of All Businesses, including Multifamily Generators, subject to MORe (AB 1826)	24
Total Number of Businesses Subject to MORe (AB 1826)	22
Total Number of Approved Exemptions/Waivers	4
Total Number of Businesses out of Compliance (no subscription, no self-haul, or no waiver issued)	9
Multifamily	Total Number
Total Number of Multifamily Subject to MORe (AB 1826)	2
Total Number of Approved Exemptions/Waivers	0
Total Number of Multifamily out of Compliance (no subscription, no self-haul, or no waiver issued)	0

Figure 16: Easily Customize Reports

The screenshot shows a report customization interface. At the top, there are options for 'Clear filters', 'Columns', and 'Print'. Below these, there are icons for 'Copy' and 'PDF'. A search bar is visible with the text 'Search:'. The main area displays a list of fields that can be added to or removed from the report. The fields are: SMART Account Number, Name, Address, Contact Name, Phone, Email, Hauler Name, Type, Business Group, Trash Num Bins, Trash Bin Size, Trash Frequency, Recycle Num Bins, Recycle Bin Size, Recycle Frequency, Organic Num Bins, Organic Bin Size, Organic Frequency, Sharing Service?, and Number of Units. To the left of the field list, there is a table with columns for 'frequency' and 'Sharing Service?'. The table contains several rows of data, with 'Yes' and 'No' values under the 'Sharing Service?' column. To the right of the field list, there is a table with columns for 'Account Status' and 'Account Status'. The table contains several rows of data, with 'Active' values under the 'Account Status' column. At the bottom of the interface, there are navigation arrows and a page number '1'.



Cybersecurity Measures

Testing & Quality Assurance

Objective: To ensure the effectiveness of security measures and the quality of system performance through continuous monitoring, testing, and validation.

Key Actions

- **Monitoring and Alerts:** Configure AWS CloudWatch to provide real-time alerts on all servers, allowing for immediate detection of suspicious activities and system failures. Implement additional monitoring tools like GuardDuty to detect malicious activities and configuration drifts.
- **Penetration Testing:** Engage third-party security experts to perform annual penetration testing, ensuring that all vulnerabilities are identified and remediated in a timely manner.
- **Incident Response Testing:** Regularly test the incident response plan to ensure the organization is prepared to handle security incidents effectively. This includes simulated attacks to assess response times and effectiveness.
- **Vulnerability Scanning:** Conduct regular vulnerability scans on all servers to identify and address security flaws before they can be exploited.
- **Vulnerability-Specific Testing**
 - **Slowloris DoS Attack Mitigation Testing:** Implement and test rate limiting and timeout configurations on web servers to mitigate the risk of Slowloris DoS attacks. Ensure that these configurations are tested under simulated attack conditions to verify their effectiveness.
 - **LFI Vulnerability Testing:** Conduct thorough testing on phpMyAdmin and associated scripts to ensure that any vulnerabilities related to Local File Inclusion (LFI) are effectively patched. This includes testing the `grab_globals.lib.php` file and other input fields to ensure they are sanitized and secured against traversal attacks.



Cybersecurity Measures

Security & Privacy Features

Objective: To safeguard the system and data, protecting against unauthorized access, data breaches, and other security threats.

Key Actions

Identity and Access Management (IAM)

- Continue to create IAM user accounts with the least amount of permissions necessary to perform tasks, reducing the risk of privilege escalation.

Server Security

- Enable IMDSv2 on the AWS production server to prevent metadata service exploits.
- Enable Termination and Stop Protection on AWS servers to prevent accidental or malicious actions.
- Ensure that all security updates and patches are applied across all servers, including the Digital Ocean Server, WordPress server, cPanel, PHP, phpMyAdmin, and MySQL.

Network Security

- Consider limiting SSH access to specific IP addresses and implementing SSH key-based authentication or a bastion host for secure server access. Consider using a VPN to mask IP addresses when accessing the system publicly.

Website Security

- Implement security headers such as Content Security Policy (CSP), X-Frame-Options, Referrer-Policy, Permissions-Policy, and Cross-Origin Resource Sharing (CORS) to protect against common web attacks.
- Set a higher max-age on the Strict-Transport-Security header to enforce HTTPS access.
- Sanitize and escape inputs to prevent injection attacks, and implement error handling to prevent invalid data from being stored.



Cybersecurity Measures

Security & Privacy Features (continued)

- Ensure consistent cookie validation across the website, evaluate session SMART Cmanagement, and regenerate validation on critical actions like login and password changes.

DoS Attack Mitigation

Server Configuration

- Adjust web server configurations to mitigate Slowloris DoS attacks. This includes setting up appropriate timeout limits, connection limits, and enabling request rate limiting. Consider implementing a Web Application Firewall (WAF) to detect and block DoS attack patterns.

Monitoring for DoS Attacks

- Enhance monitoring systems to detect and alert on potential DoS attacks, including Slowloris. This includes configuring AWS CloudWatch or similar tools to recognize patterns consistent with these attacks and respond automatically where possible.

Local File Inclusion (LFI) Protection

Code Review and Patching

- Conduct a thorough code review of phpMyAdmin, especially focusing on the grab_globals.lib.php script, to identify and patch any LFI vulnerabilities. This includes applying the latest security patches from phpMyAdmin and ensuring all user inputs are sanitized.

Input Validation

- Strengthen input validation across all web applications to prevent file traversal attacks. Ensure that any user-supplied paths or parameters are rigorously validated and escaped to prevent exploitation.



Cybersecurity Measures

Data Management

Objective: To ensure the integrity, security, and availability of data through effective data management practices.

Key Actions

Data Integrity: Implement input validation and data integrity checks to ensure that all processed and stored data is valid and consistent. This helps in maintaining the accuracy and reliability of data within the system.

Data Updates and Patching:

- Ensure that all systems, including the WordPress server, MySQL database, and server OS, are up-to-date with the latest stable releases to benefit from enhanced security and features.
- Regularly update key components like cPanel, PHP, and the kernel to minimize vulnerabilities.

Data Access Control: Limit data access based on the principle of least privilege through IAM policies and consider additional controls like VPNs and SSH key-based authentication to secure data access.

Secure Configuration:

- **phpMyAdmin Security Hardening:** Secure the phpMyAdmin interface by disabling unnecessary scripts, enforcing strong authentication mechanisms, and limiting access to trusted IPs. Additionally, consider isolating phpMyAdmin in a secure environment or container to reduce the risk of LFI attacks impacting the broader system.

Log Management:

- **Enhanced Logging for LFI Attempts:** Implement detailed logging around phpMyAdmin and associated scripts to capture any attempts at file inclusion or traversal. This will help in quickly identifying and responding to potential exploitation attempts.



**For inquiries,
contact us.**

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855-724-1383 ext. 700**

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August 23, 2024

RFQ Response: Solid Waste Programs Compliance Tracker

To:

Reka Abraham
Program Manager, Recycling and Household Hazardous Waste
RecycleMore
3220 Blume Drive, Suite 139
Richmond, CA 94806

Subject: Response to RFQ for Solid Waste Programs Compliance Tracker

Dear Ms. Abraham,

We are pleased to submit our response to the Request for Quote (RFQ) for the Solid Waste Programs Compliance Tracker issued by the West Contra Costa Integrated Waste Management Authority (RecycleMore). Below, we outline how Terra Compliance can meet your needs and exceed expectations today and in the future.

1. Company Information

Terra Compliance is a recently-founded provider of comprehensive compliance tracking and surrounding workflow management, specifically designed to meet the unique needs of SB 1383 reporting. Through extensive discovery and deep engagement with industry stakeholders, we have developed tailored solutions which enable operational efficiency in compliance management in the ever-changing regulatory landscape.

Our team brings together a wealth of tech experience across various industries, including finance, fintech, media, aerospace, and government sectors, building products with innovative features on the cutting edge of technology. This diverse background empowers us to deliver innovative, reliable, and scalable technology products.

With a combined experience of 13 years in software and product development, our team is adept at managing large data sets, ensuring robust data security, and building simple user experiences that meet complex and bespoke government regulations and workflows.

Terra Compliance strives to drive the waste industry forward by offering solutions that go beyond a 'tracker.' At Terra Compliance, we are not just offering a product; we are providing a solution rooted in deep industry knowledge, cutting-edge technology, and a passion for driving meaningful impact in waste management and compliance.

2. Examples

While Terra Compliance is still in the early stages of implementation for California jurisdictions, we are actively engaged in several promising opportunities. We have a handful of jurisdictions' data in our test environment while we respond to RFQs and discuss contractual terms. To date, this includes the City of San Ramon and a subscription contract with Republic Services, covering Richmond, Pinole, Hercules, and San Pablo. As Terra was built with direct input from both haulers and municipality users from its inception, we are confident in its ability to exceed your needs beyond those outlined today in this RFQ.

Our team's experience extends beyond Terra Compliance to other highly visible and complex government projects. For instance, we have been involved in the full redesign and rebrand of a premier US Intelligence Agency's website and digital footprint, audited and improved FEMA's FloodSmart.gov, and led product development of the State of Texas DMV/DPS services app, Texas TxT.

In our work with Terra Compliance, we have applied the same level of dedication and expertise, incorporating direct input from waste haulers and municipalities to build a product that truly meets the needs of the waste management industry.

3. Contact Team and Location

Team Member	Bio
<p>Emily Lee <i>Co-founder, CEO</i> e.lee@terracompliance.co (314) 973 8052 Palo Alto, CA</p>	<p>Emily is an accomplished professional with a proven track record in starting projects and building teams from the ground up. During nearly 3 years of experience in government-specific technology at Deloitte Digital, she was responsible for the launch and scale of <u>Texas TxT</u> across web and native mobile, improvements to <u>FloodSmart.gov</u>, and the redesign for one of the nation’s premier intelligence agencies following extensive user research.</p> <p>Her customer and client-focused approach ensures that Terra Compliance’s offerings are not only innovative but also aligned with the specific needs of users. Emily's leadership in project execution and her ability to navigate complex regulatory environments and business flows allow her to excel in delivering high-quality solutions under tight timelines.</p> <p>Most recently she grew and led Product and Operations for FOX’s Emerging Tech team, notably spearheading the builds and releases of <u>VERIFY</u> and <u>Stubios</u>. Emily is an MBA candidate at the Stanford GSB.</p>
<p>Ethan Holtzclaw <i>Co-founder, COO</i> e.holtzclaw@terracompliance.co (925) 323 6959 Los Angeles, CA</p>	<p>Ethan is a highly focused and experienced professional with a background in building scalable technology products. During a 2.5 year stint working at iTrustCapital, he acted as the company's UX & UI designer & branding expert while also leading engineering efforts to rebuild the entire mobile & web application as the company scaled past 50K active users. He worked with Emily on FOX’s Emerging Tech team, leading UX & design of <u>VERIFY</u> and <u>Stubios</u>.</p> <p>While founding Terra, he is also consulting in the aerospace & defense industries, bringing his customer driven approach to market disruptors.</p>
<p>Grant Hodgetts <i>Co-founder, CTO</i> g.hodgetts@terracompliance.co (724) 777 6033 Costa Mesa, CA</p>	<p>As a Technical Product Manager with a strong background in Technical Infrastructure and Data Science, Grant is driven by a passion for delivering exceptional products and fostering high-performing applications. With over 3.5 years of experience managing Technical Infrastructure in the fintech industry and several years consulting with small businesses and startups, Grant has honed his skills in delivering high functioning software, and tech Infrastructure, allowing him to provide innovative solutions to any unique problems that arise.</p>

4. Project Timeline

We propose the following timeline to ensure the smooth transition to Terra. We are confident that the process will take less than two weeks which will position your team well ahead of the October 31st expiration.

Item	Duration	WEEK 1					WEEK 2				
		M	T	W	TH	F	M	T	W	TH	F
Terra Demo	30 Minutes										
Data Preperation	1 Week										
Data Audit (Optional)	1 Week										
Jurisdiction & Organization Setup	1 Hour										
Data Import	1 Day										
User Setup	1 Hour										
User Training	As Needed										
Full Migration	1 Day										

a. **Terra Demo**

- i. Estimated Time: 30 Minutes scheduled for August 26, 2024
- ii. Terra to provide RecycleMore an updated demo of the application and answer any questions.

b. **Data Preparation**

- i. Estimated Time: 1 Week
- ii. RecycleMore to prepare current and historical data it wishes to migrate to Terra. This includes Hauler Services Data, Hauler Material Codes, National Account Codes, & Historical Activities/Notes related to Jurisdiction Generators. These are to be provided to Terra in CSV or .xlsx format.

c. **Data Audit (optional)**

- i. Estimated Time: 1 Week in parallel with Data Preparation
- ii. RecycleMore may opt to have Terra conduct a thorough data audit. In doing so, Terra works with RecycleMore to remedy any discrepancies, duplicates, or stale data from legacy systems to ensure Terra use can initiate with a clean slate.

d. **Jurisdiction & Organization Setup**

- i. Estimated Time: <1 Hour
- ii. Terra will create instances of RecycleMore’s Jurisdictions and corresponding Organizations within Terra such that data and users can be correctly partitioned. In this case, Terra will create a jurisdiction for El Cerrito and organizations for RecycleMore and East Bay Sanitary, and any other necessary organizations for contractors or users not part of RecycleMore.

e. **Data Import**

- i. Estimated Time: <1 Day
- ii. Following reception of the CSV files, the Terra team will normalize and import the data directly into RecycleMore’s instance of Terra.

f. **User Setup**

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- i. Estimated Time: <1 Hour
- ii. RecycleMore will provide a list of users to be assigned to the Terra application and their appropriate permission set. Terra will create credentials and invites for them and work with RecycleMore to create new role types as needed. Users will receive email invites to initiate their accounts and set up a password.

g. **User Training**

- i. In our test environment, as needed
- ii. After setting up their accounts, RecycleMore staff will have the chance to test all workflows in the test environment with real data. Terra will schedule an introductory call and follow up to go over questions and features. Should any questions or issues arise before, in between, or after, the Terra team is always accessible via in-app Support Requests, email, and phone for additional training and support. See Section 5 (Training) below for further details.

h. **Full Migration**

- i. Estimated Time: <1 Hour
- ii. Once contracts are finalized, Terra and RecycleMore will repeat data and user setup processes in Terra's production environment. At this point, RecycleMore should have full confidence in no longer needing to use their previous application well before their required transition date.

5. Training

Terra Compliance is committed to ensuring that RecycleMore, the City of El Cerrito, and East Bay Sanitary staff are fully equipped to utilize the software effectively. We will conduct comprehensive training sessions that cover all functionalities and workflows of the system. These sessions will be scheduled prior to the necessary full migration over to Terra and will extend for a minimum of six months afterward. Additional training sessions can be arranged as needed to address any evolving requirements or new features.

Key components of our training program and onboarding include scheduled and ad-hoc touchpoints:

- a. **Hands-On Training:** After setting up their accounts, staff members will have access to a test environment where they can simulate their workflows using real data. This will allow them to familiarize themselves with the system before it becomes fully operational.
- b. **Introductory & Follow-Up Sessions:** We will schedule an initial call to introduce the system and answer any immediate questions. Follow-up sessions will be conducted to address any additional queries or to introduce new features.
- c. **Ongoing Support:** Terra Compliance will provide optional bimonthly check-ins to review system performance, answer questions, and offer additional training if needed.
- d. **Accessibility:** Our team will always be accessible via in-app Support Requests, email, and phone for additional training and support at any stage.

For more details, see Section 6 regarding Technical Support (below).

6. Technical Support

Terra Compliance is committed to delivering exceptional technical support to ensure the seamless operation of the compliance tracker. Our team is available 365 days a year and committed to your team throughout the contract's duration.

Our multifaceted support includes:

- a. **In-App Support & Ticket System:** Users can submit Support Requests directly through our integrated in-app support system. All requests are tracked via a ticketing system, ensuring prompt and efficient resolution.
- b. **Support SLAs:** We adhere to stringent Service Level Agreements (SLAs), with response times tailored to the priority level of each issue:

Priority Level	Description	Response Time	Resolution Time	Examples
P0 (Critical)	Severe issues that significantly impact system functionality and require immediate attention.	< 4 hours	< 24 hours	<ul style="list-style-type: none"> - Complete system outage. - Inability to access critical data. - Data upload failure causing loss or corruption of key compliance data.
P1 (High)	Issues affecting key functionalities but with available workarounds.	< 48 hours	< 96 hours	<ul style="list-style-type: none"> - Major features malfunctioning (e.g., Outreach Activities Email sending). - Errors in compliance report generation or calculation. - User access level issues.
P2 (Medium)	Moderate issues affecting non-essential features, causing inconvenience but not hindering overall use.	< 5 days	< 10 days	<ul style="list-style-type: none"> - Issues with Notes Field or Data Archiving. - Non-critical UI/UX issues.
P3 (Low)	Minor issues or enhancement requests with minimal impact on daily operations.	< 10 days	15 business days or more	<ul style="list-style-type: none"> - Cosmetic UI glitches. - Feature enhancement requests. - Questions about non-critical aspects, such as report customization.

- c. **Release Notes:** We provide regular updates on new features and improvements through detailed release notes sent via email, keeping all users informed of the latest enhancements.
- d. **Availability:** Our technical support team is consistently available via in-app support, email at info@terra.compliance.co, and phone.

This comprehensive support structure ensures that RecycleMore can depend on Terra Compliance for timely, effective assistance, ensuring continuous operation and minimal disruption.

7. User Access

- a. **Unique Logins:** A subscription to Terra enables unlimited unique user logins with customizable roles based on your organization’s needs.
- b. **User Permissions:** Permissions can be tailored to specific roles, ensuring secure and appropriate access levels for all users. Example roles to date include Govt Manager, Govt User, Hauler Manager, Hauler User, Admin. Roles can quickly be tailored and new ones can be created as needed.

<input checked="" type="checkbox"/> Enforcements	<input type="checkbox"/> Create	<input type="checkbox"/> Update	<input type="checkbox"/> Read	<input type="checkbox"/> Delete	
<input type="checkbox"/> File Uploads	<input type="checkbox"/> Create	<input type="checkbox"/> Update	<input type="checkbox"/> Read	<input type="checkbox"/> Delete	
<input type="checkbox"/> Food Recovery Organizations	<input type="checkbox"/> Create	<input type="checkbox"/> Update	<input type="checkbox"/> Read	<input type="checkbox"/> Delete	
<input type="checkbox"/> Generators	<input type="checkbox"/> Create	<input type="checkbox"/> Update	<input type="checkbox"/> Read	<input type="checkbox"/> Delete	
<input type="checkbox"/> Jurisdictions	<input type="checkbox"/> Create	<input type="checkbox"/> Update	<input type="checkbox"/> Read	<input type="checkbox"/> Delete	
<input type="checkbox"/> Notes	<input type="checkbox"/> Create	<input type="checkbox"/> Update	<input type="checkbox"/> Read	<input type="checkbox"/> Delete	
<input type="checkbox"/> Organizations	<input type="checkbox"/> Create	<input type="checkbox"/> Update	<input type="checkbox"/> Read	<input type="checkbox"/> Delete	
<input type="checkbox"/> Outreach	<input type="checkbox"/> Create	<input type="checkbox"/> Update	<input type="checkbox"/> Read	<input type="checkbox"/> Delete	
<input type="checkbox"/> Procurements	<input type="checkbox"/> Create	<input type="checkbox"/> Update	<input type="checkbox"/> Read	<input type="checkbox"/> Delete	
<input type="checkbox"/> Roles	<input type="checkbox"/> Create	<input type="checkbox"/> Update	<input type="checkbox"/> Read	<input type="checkbox"/> Delete	
<input type="checkbox"/> Route Reviews	<input type="checkbox"/> Create	<input type="checkbox"/> Update	<input type="checkbox"/> Read	<input type="checkbox"/> Delete	<input type="checkbox"/> Approve
<input type="checkbox"/> Support Requests	<input type="checkbox"/> Create	<input type="checkbox"/> Update	<input type="checkbox"/> Read	<input type="checkbox"/> Delete	<input type="checkbox"/> Approve
<input type="checkbox"/> Users	<input type="checkbox"/> Create	<input type="checkbox"/> Update	<input type="checkbox"/> Read	<input type="checkbox"/> Delete	
<input type="checkbox"/> Waivers	<input type="checkbox"/> Create	<input type="checkbox"/> Update	<input type="checkbox"/> Read	<input type="checkbox"/> Delete	<input type="checkbox"/> Approve

8. Accessibility

Web Browsers: Terra is compatible with modern web browsers, including the latest versions of: Google Chrome Mozilla Firefox and Microsoft Edge

Device Compatibility:

Desktop /Laptop Devices:

Operating System: Windows 7 or later, macOS 10.9 or later, or any recent Linux distribution.

RAM: Minimum 4GB, recommended 8GB or more.

CPU: Dual-core processor or better.

Screen Resolution: Minimum 1024x768 resolution.

Mobile Devices:

Operating System: iOS 11 or later, Android 5.0 or later.

RAM: Minimum 1GB, recommended 2GB or more.

CPU: Modern ARM-based processor (e.g., Snapdragon 400 series or better).

Screen Resolution: Minimum 720p resolution.

9. Program Enhancements

Terra is the only compliance tracker in the industry built from the ground up. Unlike other solutions that rely on off-the-shelf or low code solutions, Terra offers a unique, customized experience that prioritizes your specific requirements.

In addition to the explicit requirements, Terra Compliance is committed to continuous improvement and sees SB 1383 compliance and related workflows as only a starting point.

A few of our planned enhancements include:

- a. **Dashboard and Reporting Additions:** dashboard design enhancements and additional single-click reports to download
- b. **Waiver Logs:** simplified UI components of a single waiver's lifecycle such that users can further examine all related steps within a waiver's history & which user has executed each step.
- c. **Automated Print Mailing:** Anytime a generator needs print mailing, whether a one off or as part of a larger campaign, you'll be able to send, manage and confirm receipt all from within Terra. Our 3rd party partner has a 2 day SOW and follows compliance standards reaching up to SOC II and HIPAA compliant.

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- d. **Route Review Map Sequencing:** Google and Apple Maps route sequencing designed to save your team time and money
- e. **User Notification Center:** in-application notifications to understand what actions you need to take upon logging in and minimizing back and forth amongst your team members
- f. **Task Management:** In app task management, letting Terra act as more than a tracker & instead as a single source of information and workflows for your team.
- g. **Industry Leading Integrations:** Terra has commenced communications with both CalRecycle and Zabble to explore API integrations. Ideally, CalRecycle will soon accept reports directly compiled by Terra and submitted by users. For Zabble, an integration would allow users to leverage Zabble’s smart lid flips during route reviews and for data analysis within Terra.
- h. **Automated Workflows:** Terra will pursue and build automated workflows for our users based on the tasks you do everyday and feedback you provide, saving your team time and money.
- i. **Hauler Billing Integrations:** Terra will be pursuing automated API integrations with Haulers billing software, eliminating the need for data uploads and ensuring automatic 1:1 data integrity with your Haulers systems.
- j. **Adaptation to Future Regulations and Industry Needs:** Terra is currently undergoing discovery of SB 54.

Item	August	September	October	November	December	January
Dashboard and Reporting Additions						
Waiver Logs						
Automated Print Mailing						
Route Review Map Sequencing						
User Notification Center:						
Task Management:						
Industry Leading Integrations						
Automated Workflows						
Hauler Billing Integrations:						

**Subject to change based on user feedback*

10. Pricing

Our pricing structure is designed to offer transparency and simplicity, we don't charge for additional uploads or basic features.

Item	Description	Cost	One-Time Cost	Notes
Onboarding Fee	Includes setup and initial data upload	\$0	\$0	
Optional Data Audit	Terra cleans your historical data, preventing mismatches, etc.	N/A	\$1,000	Based on 387 Generators
1 Year Contract Cost	Use of Terra	\$12,500/Year	N/A	
3 Year Contract Cost	Total Cost Per Year Cost	\$10,000/Year	N/A	
Data Uploads*	Unlimited uploads	\$0	\$0	
Additional Users		\$0	\$0	
Print Mailing		TBD	TBD	Dependent on quarterly mail usage.

*Data uploads are free at the cadence your organization desires. Uploads have taken less than 30 seconds for sets as large as 30,000 rows with 100% accuracy matching legacy data from other applications.

Scope of Work

1. Solid Waste Compliance Tracking Software
 - a. Our software is fully compliant with CalRecycle regulations for AB 341, AB 1826, and SB 1383.
2. User Access
 - a. Unlimited logins with role-specific permissions. Please refer to Section 7 User Access above for more information.
3. Data Uploads
 - a. Terra is committed to data accuracy and efficiency. As shown in the sections titled Project Timeline, Pricing, and Compliance Tracker Required Features, we prioritize the data upload flows at no extra costs. Turnaround times are extremely short and all metrics will be reflected in real time.
 - b. Terra's architecture is designed such that you do not face lag times or data discrepancies, allowing every party to operate from a single source of truth.
4. Data Management
 - a. Secure data storage and management with weekly backups and archiving.
 - b. Database is secured under firewall and MFA keeping your data secure.
 - c. Data is warehoused in the cloud meaning there is always a backup available.
 - d. All uploads completed in less than 5 minutes with 100% accuracy.
 - e. Any changes to data can be quickly and securely made.
5. Accessibility
 - a. Web-based, tablet & mobile access, compatible with all major browsers and platforms. Please refer to Section 8 Accessibility for a more detailed breakdown.
6. Testing & Quality Assurance
 - a. Rigorous testing and QA procedures to ensure system reliability and accuracy before launch.
 - b. Automated QA ahead of new features rolled out.
 - c. Continuous monitoring and process improvement of all features.

7. Security & Privacy Features
 - a. Advanced encryption, regular security audits, and compliance with data protection laws
 - b. Multiple levels of User security from the account level to the database level
 - c. Split permissions so Data is only seen by those who need to see it
 - d. Individual Account Permission Segregation
 - e. Per organization segregation
 - f. Per hauler segregation
 - g. Per jurisdiction segregation
8. Ongoing Technical Support
 - a. Please refer to Section 6 Technical Support for details.
9. Program Enhancements
 - a. Regular updates and new feature rollouts to adapt to evolving regulatory & user requirements. Enhancements will first be released in the UAT (Test) environment ahead of production.
 - b. Please refer to Section 9 Program Enhancements for ongoing/planned enhancements.

Compliance Tracker Required Features

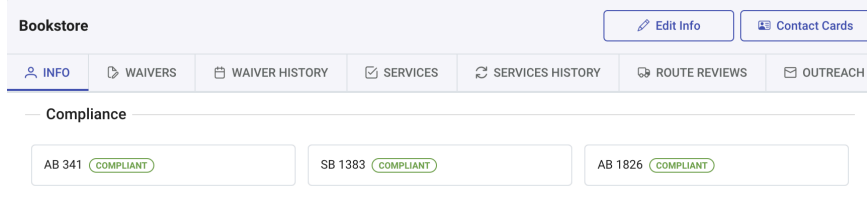
Terra handles all of the required compliance tracker features.

1. Downloadable XLSX Reports

- a. Compliance reports for AB 341, AB 1826, and SB 1383 compliance reports.
 - i. *Formatted reports available from Terra's dashboard with one click.*
- b. Downloadable reports for waivers
 - i. *Download what waiver data you need using filters such as status labels.*
- c. Downloadable reports for electronic annual record
 - i. *We're currently beginning conversations with CalRecycle to automate the EAR for our users. We expect to have this automation finished in the coming months.*
- d. Downloadable reports for implementation record
 - i. *We're currently beginning conversations with CalRecycle to automate the IR for our users. We expect to have this automation finished in the coming months.*

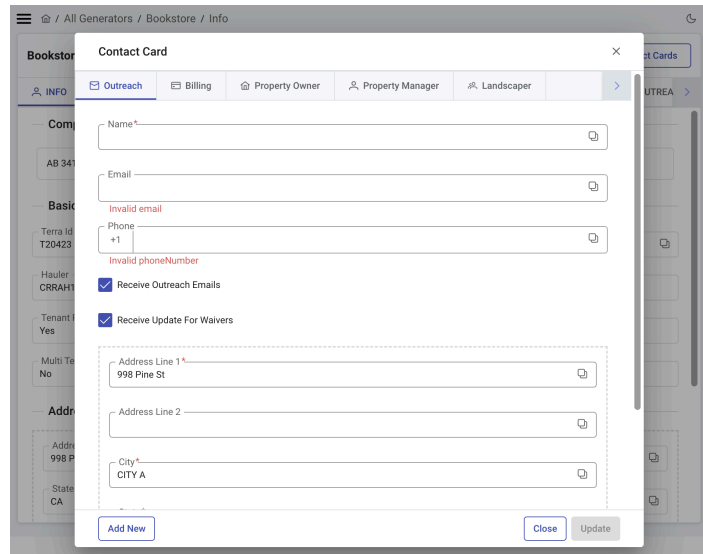
2. Individual Generator Pages

- a. Generator name, site address, generator type (commercial, MFD, industrial), service levels, compliance statuses
 - i. *All of this info is available on Individual Generator Pages. Users can quickly navigate to additional generator info (e.g. Waivers, Services History) using the tabs along the top of the page.*
- b. Outreach activities tracker
 - i. Activity types include site visits, phone calls, hard copy mailing, emails and additional options customized to RecycleMore's jurisdiction's needs
 1. *Terra currently accommodates email, physical mail, phone calls, site visits, and training. Adding additional options is trivial and can be accommodated as needed. Users can view this in a tabular, filterable format for a single generator.*
 - ii. Allow for documents and photos to be attached to outreach notes
 1. *Files can be added from any device type via upload or drag and drop. The following are accepted types: JPG, JPEG, PNG, CSV, PDF, XLS, XLSX, TEXT, TXT, PLAIN, DOCS, DOC (max 10MB). Photos can be taken and used directly when using Terra on mobile.*
- c. Compliance activities tracker
 - i. Notice of non-compliance
 1. *Compliance labeling is the first thing users see on an Individual Generator Page.*



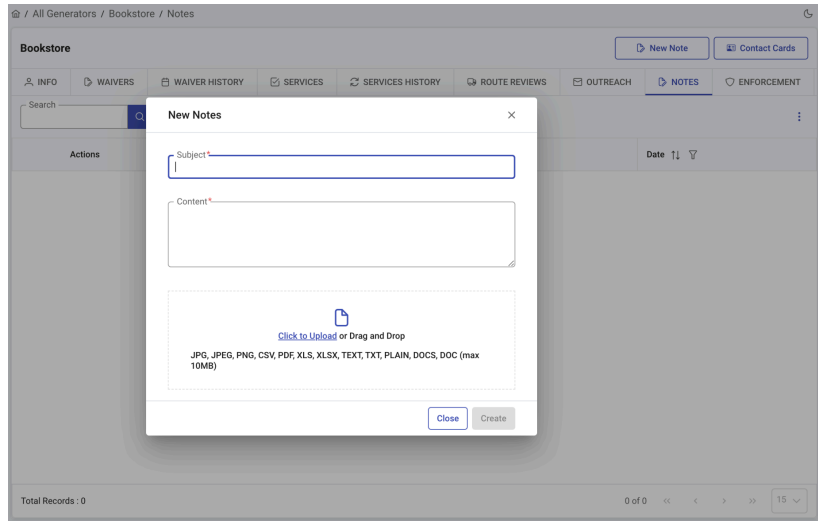
- ii. Notice of violation
 - 1. Located in the Enforcement section.
 - iii. Citation issued
 - 1. Located in the Enforcement section.
 - iv. Waiver issued (de minimis or physical space)
 - 1. Located in the Waivers section.
 - v. Waiver revoked (de minimis or physical space)
 - 1. Located in the Waivers section.
 - vi. Complaint received
 - 1. Located in the Enforcement section.
 - vii. Complaint investigation
 - 1. Located in the Enforcement section.
- d. Contact information
- i. Ability to create unlimited contact cards (including name, phone, email, mailing address) for at minimum the following contact types:
 - 1. Property owner
 - 2. Property manager
 - 3. Billing
 - 4. Outreach
 - 5. Landscaper
 - ii. Additional types can be added as requested

Here is a screenshot of how Terra handles a Generator's contact information. Users can create separate contact cards for each of the outlined categories and add new or additional contacts as needed. Using the checkmarks, users can ensure that communications only reach the intended contacts.



e. Notes field

- i. See photo for how to add a note with optional file attachments to a generator.



f. Data archiving (allow for out-of-date info to be archived instead of deleted)

- i. Archiving is available to hide out-of-date info or closed generators that no longer should be viewed but maintains record of these in Terra's backend for historical significance.

g. Alternative compliance pathways for AB 341, AB 1826 and SB 1383

- i. Terra offers Self-haul, backhaul, 3rd party hauling, Not Recycling: No Services, Shared, Self haul as alternative compliance pathways for AB 341, AB 1826 and SB 1383

Additional Terra Features

Terra supports the following features not outlined in the RFQ that we deem as highly useful.

1. Bulk Outreach
 - a. We support bulk single-click outreach. As a user, you can log an outreach to 100+ users in a single click. This is also supported through email and in the coming weeks physical mail.
2. In App Email
 - a. At no cost, users can email 1 to many users from within the app. We also can create templates for your organization to use at no extra cost.
3. Public Waiver & Enforcement
 - a. Individuals can log complaints for businesses & submit requests for waivers and exemptions via our public URL.
4. Outreach categorization
 - a. Terra automatically categorizes all outreach activities instead of relying on dense notes. This gives users a precise breakdown of historical and current outreach efforts for CalRecycle to see in audits & for your EAR.

Next Steps

We look forward to the opportunity to partner with RecycleMore and assist in meeting your compliance tracking needs. Please feel free to reach out if you require any further information or would like to discuss our proposal in more detail.

Thank you for your consideration.

Best regards,
Emily Lee
Chief Executive Officer
Terra Compliance
(314) 973 8052
e.lee@terracompliance.co
terracompliance.co



recyclemore
WEST CONTRA COSTA INTEGRATED
WASTE MANAGEMENT AUTHORITY

Agenda Report

DATE: September 12, 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:

MOTION to APPROVE of one of the following options:

1. Approve as is with the RFP to be published
2. Approved with changes to the RFP, with it to be published
3. Bring back for final approval at the October 10, 2024 Board meeting (with the understanding the RFP timeline changes)

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 with extensive input from city staff, its counsel and its consultant, and now both documents require final Board approval before the RFP is published. Staff requests that the Board only give edits/direction on the draft RFP. The draft PCA will undoubtedly go through renegotiation with the contractor that wins the RFP process, so it is unnecessary for the Board to give edits on the draft PCA at this point.

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 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 1st. 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

Draft Post Collection RFP

Term

- The RFP has a default term of 10 years, from July 1, 2025, until June 30, 2035, with two 5-year mutual options to extend (for a combined ten more years).
- 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.
- El Cerrito's Post Collection Agreement with Republic ends on 12/31/2024. Bringing El Cerrito into the Authority's PCA could cost something with the new contractor, as the Authority's PCA begins 7/1/2025.

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/Rates

- Pricing is based on the current blended rate structure

- The RFP requires respondents to include a blended rate per ton for the entirety of services, not including HHW.
- Component per ton pricing for each type of service is also required, but these components are not binding; the blended rate is the price that bidders will be judged on.
- A separate per ton rate for HHW is also required. The HHW component will be based on wording from the current side agreement.
- These are the only per ton pricing rates required in the draft RFP.

Public Outreach/Schools

- 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 schools' component was significantly updated by RecycleMore staff for the draft PCA, as this area in the current PCA is very outdated.

Draft PCA

The points described above for the RFP follow into the draft PCA. Other points include:

Compliance Fund

- The compliance fund remains in the PCA and RFP.
- If anyone goes back and looks at the discussions around this in 2020 and 2021, the Board never wanted the fund to reside within RecycleMore's budget.
 - The reason for it being a restricted fund outside the authority budget is that the Board didn't want cities raiding it as has happened in the past when the Authority had either its operating or reserve fund balloon into the many millions of dollars. The Authority has been better the last 5-6 years about spending its revenues as it says it will during the budget process, but that wasn't the historical context in which the Board created the compliance fund back in November 2019.
 - The Board wanting the compliance fund to sit outside the Authority budget goes back to showing CalRecycle that the entire jurisdiction is committed to meeting CalRecycle mandates, and having the fund be restricted and outside the Authority budget makes this explicit to the State.
- Unless the Board directs otherwise, the compliance fund remains as a restricted fund that is funded during the rate process every year.

El Cerrito Credit Mechanism

- El Cerrito staff and RecycleMore are close to an agreement to account for the city choosing not to use Republic Sustainability Coordinators.

- Combining the credit (\$29,250) with the current route review credit (about \$7,500 annually) means a starting point of \$36,750.
- We're figuring out what to subtract against that point, and we should have an agreement by the time the next PCA is negotiated.
- One other wrinkle is that El Cerrito can't join the PCA until 1/1/2025, so that will need to be negotiated within the entire post collection process.

CEQA

- Since we are not considering new construction in this RFP, CEQA isn't an issue.
- Redwood Law is researching who the responsible party will be if new construction is needed during the next PCA due to new CalRecycle mandates, and this will be included in the draft PCA if the Board directs me (or keep as it as a placeholder during the negotiations).

CERCLA Indemnification

- Redwood Law is creating new language for this indemnification and will have it by the time the Authority enters final negotiations after the RFP is done.

CalRecycle Indemnification

- Redwood Law creating similar language for the very low odds CalRecycle tries to fine the jurisdiction.
- This indemnification language could increase the price of the next PCA, and it is likely a contractor will attempt to negotiate this out of the next PCA.

FEMA

- Redwood Law is creating language for FEMA reimbursement as it relates to the contract.
- This probably is unnecessary and will cost a bit more in our legal fees and may increase the price tag for the next PCA.

Proprietary/Trade Secrets

- Adding in new language around proprietary information is likely to both increase the price tag for the for the next PCA, and will be aggressively negotiated out of the PCA, so the draft PCA doesn't have a lot of this language in it.
- The Executive Director and Redwood Law have direct experience with this as Oakland's

attorney during the franchise negotiations with Waste Management around ten years ago after that city's failed RFP process for collection and post-collection solid waste services. That experience is touched upon in the Ad Hoc Report from November 2023.

Access to Data Tracker for sb1383

- RecycleMore staff require limited access to the contractor's data tracking software application to perform essential sb1383 duties.
- This access will extend only to RecycleMore staff for compliance activities

Sustainability Coordinators

- Regional staff would prefer that RecycleMore add to its staff versus the contractor adding more sustainability coordinators.
- The PCA and RFP calls for 3 Coordinators employed by the contractor, with additional staff for implementing CalRecycle mandates and other programs to be managed by RecycleMore staff.

Liquidated Damages

- The current PCA has numerous liquidated damage clauses based on collection enhancements from the time period, mainly around implementing organic and food waste programs
- Those aren't needed anymore, and have been deleted from this draft PCA.
- Other Liquidated damage wording and performance metrics have been updated after meetings with regional staff.
- These shouldn't cause too much price impacts for the rates.

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.
- 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).

CONCLUSION:

Staff requires approval from the Board before publishing the draft Post Collection Services Request for Proposal with the accompanying draft Post Collection Agreement.

The draft RFP and draft PCA have both been created with extensive regional staff input. The draft versions have also undergone legal and consultant review.

FISCAL IMPACT:

None

ATTACHMENTS:

[Agenda Item 8.2 Attachment 1: DRAFT PCA - Sept 24 version.pdf](#)

[Agenda Item 8.2 Attachment 2: Draft Post Collection RFP 090824.pdf](#)

AGREEMENT

between the

**WEST CONTRA COSTA INTEGRATED WASTE
MANAGEMENT AUTHORITY**

and

Service Provider

for

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

August 16, 2024

This Agreement (the “Agreement”) is entered into by and between the West Contra Costa Integrated Waste Management Authority (the “Authority”) and _____ (the “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, the Authority has an existing agreement for Post-Collection Services that expires 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, with the result of such negotiation being this Agreement; 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 State Diversion Mandate and 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 last Party executes the Agreement. Except as specifically provided herein, Contractor shall make all necessary preparations required to provide all Services under this Agreement beginning on the commencement of the Term.

2.2 Term

The Services provided under this Agreement shall commence on July 1, 2025 and end on June 30, 2035 (“the “Term”). The Agreement shall have two 5-year extensions based on mutual consent from both parties. The first 5-year extension will commence July 1, 2035 and end on June 30, 2040. The second 5-year extension will commence on July 1, 2040 and end on June 30, 2045.

2.3 Survival of Certain Provisions

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

A. All representations and warranties;

B. All Indemnities and insurance requirements;

C. 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;

D. 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,

E. 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 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 and its Affiliates, if any, except for provisions that survive expiration or termination of any of the following agreements

2.4.2 Deleted

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 July 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.

Article 3

OBLIGATIONS OF THE AUTHORITY

3.1 Facility Designation

Throughout the Term, the Authority shall direct:

A. 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).

B. 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.

C. 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.

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

E. 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 or screened finished compost 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..

Contractor shall receive from any Member 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. The C&D facility shall be certified to CalGreen standards.

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 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 65 years old and for persons with disabilities, with the Board to approve an agreement between the parties as to service frequency. 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 Sustainability Coordinators

No later than December 1, 2026, and subject to the approval and execution of amendments to the Collection Franchises, the Contractor shall hire 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 to fill these three 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 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, as well as experience working with AB 341, AB 1826 and/or SB 1383. The above qualifications shall also be used to select subsequent candidates. The Authority may, after consultation with the Franchise Agencies, agree to reduce the minimum qualifications as may be necessary to attract and retain sufficient candidates.

In the event that either: (1) , the Contractor fails to hire the 3 Sustainability Coordinators by December 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 Sustainability 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 (the "Annual Education & Outreach Plan"), including identifiable and measurable goals, to be presented to the Authority for its approval prior to September of the year preceding the plan year. The Authority and Franchise Agency staff shall be invited to provide comments on the Annual E&O Plan. The Authority shall be responsible for reconciling any conflicting comments and making a formal request for changes to the Annual Education & Outreach Plan.

4.1.9 Public Education

The Contractor shall 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 goals of meeting the State Diversion Mandate and complying with SB1383 . 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 Contractor shall obtain Authority approval of all public education materials prior to its 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 Member 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 all Permits for all of the Approved Processing Facilities and Approved Alternate 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 and environmental documents, 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 Processing Facilities, Approved Transfer Station(s) 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:

A. 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;

B. Providing, operating and maintaining all equipment, rolling stock, and supplies necessary for operations, Closure, Post-Closure, and environmental monitoring;

C. 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.

D. Accepting delivery of Solid Waste from the Approved Transfer Station, subject to the limitations of Section 4.5;

E. 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;

F. 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,

G. 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:

A. Operating, managing, and maintaining the Processing areas;

B. Providing, operating and maintaining all equipment, rolling stock, and supplies necessary for operations and environmental monitoring;

C. Operating, maintaining, and managing storm water drainage and control systems, treatment facilities, buildings, on-site utilities, and any other required facility elements.

D. Accepting delivery of Recoverable materials Collected under the Collection Franchise Agreements, subject to the limitations of Section 4.5;

E. Operating and maintaining the scale house and scale system and weighing all material delivered under this Agreement in accordance with Section 4.9;

F. 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;

G. 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 reports. Information containing customer details and service levels may be removed or blacked out to maintain confidentiality.~~

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. Within ten (10) working days of a written request by the Authority, Contractor shall provide the Authority with the results of scale testing.

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. Within ten (10) Working Days of a written request by Authority, Contractor shall provide the Authority with a report listing vehicles for which Contractor does not maintain tare weights, with report to include inbound weights, outbound weights, and the receipts showing the date, time, origin, quantity (i.e. tons or yards), and material type that the vehicles 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. Within ten (10) Working Days of a written request by Authority, Contractor shall provide the Authority with scale records needed to review and verify compensation related documents, as determined by Authority.

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 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

4.14.1 Recordkeeping Practices for Reporting.

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:

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

All reports shall be submitted to and in a format acceptable to the Authority Contract Manager via email with hardcopy provided upon request.

4.14.2 Quarterly Reports

Quarterly reports ("Quarterly Reports") shall be submitted within thirty five (35) calendar days after the end of the report quarter.

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:

- A. 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.
- B. Number of new Customers, by service type and service level.
- C. Transfer Station diversion report by commodity.
- D. Landfill diversion report by commodity.
- E. Processing Facility report regarding Composted or Processed product by commodity.
- F. Special clean-up event tonnage Collected, Disposed and Recycled.

G. E-Waste and Bulky Items including number of collection events and units or tonnage by material type.

4.14.3 Annual Report

The Contractor shall also submit an annual report (“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.

The Annual Report shall include:

A. 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.

B. Gross billings of the Rate authorized under this Agreement, reported by sector.

C. 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.

D. 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 include 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, invalidates, 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 the 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 an 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:

- A. Methodology to be employed (including, but not limited to, changes to equipment, manpower, and staffing);
- B. Equipment to be utilized (including, but not limited to, equipment number, types, capacity, and age);
- C. Labor requirements (changes in number of employees by classification);
- D. Provision for program publicity/education/marketing (if appropriate);
- E. Estimate of the impact of the Service modification (including, but not limited to, increased Diversion Tonnage, reduced costs, and increased public service); and,
- F. 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:

A. 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,

B. 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, 4.20.5A and 4.20.2F.

4.21 Annual Review of Disposed Pounds Per Day Per Person and 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 Diversion Mandate and for the Member Agencies to consistently achieve full compliance with SB1383 and other CalRecycle 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. This will include the 50% PPD recycling metric, and the compliance metrics associated with SB1383. The Member Agencies' staffs and Franchised Collectors' management shall also be invited to the meetings. These meetings shall be called "Annual Review Meetings." One (1) week prior to each Annual Review Meeting, each Party shall provide the other with its assessment of the progress and performance towards achieving the State Diversion Mandate in pounds-per-day 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 Member 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 each year 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 50% PPD recycling metric, or have achieved and have maintained the 50% PPD recycling metric, as well as maintained full compliance with SB1383 metrics, Contractor shall continue to operate its existing Recycling and Processing programs throughout the Authority's service area.

B. If Contractor's existing Recycling and Processing programs are not on schedule towards achieving the 50% PPD recycling metric, and/or not on schedule to be in full compliance with SB1383 metrics, 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 every 6 months 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 fifty percent (50%) PPD recycling metric 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 Member 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.

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 Member 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 Member 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 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:

- A. 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;
- B. The "HHW" portion of the Rate which is to compensate Contractor for the services provided under Section 4.1.7 of this Agreement;
- C. The "Authority" portion of the Rate which is to compensate Contractor for its payment of the Authority's operating expenses;
- D. The "Recycling Rebate" portion of the Rate which is confer the value of the Recyclable Materials Processed under this Agreement to the Franchise Agencies' rate payers; and

E. 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.

F. The “Compliance Fund” portion of the Rate which is to be a restricted fund to be used to pay for AB 341, AB 1826, SB 1383 and any future state mandated programs, and is set annually by the Authority’s Board of Directors.

5.2.2 Material Specific Portion of the Rate

The initial “Material Specific” portion of the Rate shall be based on Contractor’s proposed cost of service for the period from July 1, 2025 to December 31, 2026 (the “Initial Rate Period”), less the initial cost of Governmental Fees and the initial cost of the Compliance Fund, as described in Sections 5.2.6 and 5.2.7.

The Material Specific portion of the initial Rate net of governmental fees will be based on Contractor’s estimated proposed cost of service for the initial rate period. It shall equal \$___ per ton which is calculated as follows:

A. _____ dollars and ___ cents (\$____.____);

B. Divided by the total 12-month Tonnage of all material types in the Franchise Agencies, which is stipulated by the Parties for the purposes of the initial Rate setting at _____ (____,____) 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 Contractor’s estimated proposed cost of service for the Initial Rate Period.

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

A. _____ dollars (\$____,____);

B. Divided by the total 12-month Tonnage of all HHW material types in the Franchise Agencies, which is stipulated by the Parties for the purposes of the initial Rate setting at _____ (____,____) 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 proposed revenue requirement for the Initial Rate Period of \$_____.

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

- A. _____ dollars (\$____,____);
- B. Divided by the total 12-month Tonnage of all material types, which is stipulated by the Parties for the purposes of the initial Rate setting at _____ (____,____) 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 methodology outlined in Section 5.3.5.

The Recycling Rebate portion of the initial Rate shall equal negative \$9.00 per ton as of 9/1/2024.

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 Used to Calculate Fee
Local Enforcement Agency – Golden Bear Transfer Station & West Contra Costa Sanitary Landfill	\$1.25	85,079	\$106,349.30	Solid Waste
City of Richmond Franchise Fee	\$1.50	85,079	\$127,619.16	Solid Waste Disposed
Host Mitigation Fees (IRRF)	\$4.95	30,865.45	\$152,783.97	All Tons

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Host Mitigation Fees (APPROVED TRANSFER FACILITY)	\$4.95	85,079	\$421,143.23	Solid Waste Disposed
West Contra Costa Sanitary Landfill Recycling Fee – paid on all Processed Materials	\$1.31	38,396	\$50,298.39	Processed Material (for example C&D, organics, etc.)
Contra Costa County Solid Waste Fee (AB 939 at KCLF)	\$0.15	85,079	\$12,761.92	Solid Waste Disposed
AB 1220 Integrated Waste Management Fee at KCLF	\$1.40	85,079	\$119,111.22	Solid Waste Disposed
Contra Costa Bailey Road Surcharge (KCLF)	\$0.54	85,079	\$45,942.90	Solid Waste Disposed
Bailey Road Charge (KCLF)	-	85,079	-	Solid Waste Disposed
Contra Costa County Landfill Surcharge (KCLF)	\$6.95	85,079	\$591,302.11	Calculation
	25% of Gate Rate, net of taxes/fees	\$39.52 minus per ton fee x0.25/1.25		
Total	\$10.70	154,431	\$1,651,837.30	

Note:

- 1) Chart estimates Governmental Fees by material type and Facility based on the actual tons for the most recent twelve (12) month period.
- 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
- 3) Contra Costa Bailey Road Surcharge fee is adjusted every 5 years and next adjustment will take effect January 1, 2026.
- 4) Actual County surcharge per ton amount varies over time. Verify actual County surcharge amount with County for each annual period.

The Governmental Fee portion of the initial Rate shall equal \$10.70 per ton which is calculated as follows:

- A. \$1,651,837 dollars and 30 cents (\$1,651,837.30);
- B. Divided by the total 12-month Tonnage of all material types in the Franchise Agencies, which is stipulated by the Parties for the purposes of the initial Rate setting at 154,431 tons per year; and,
- C. Rounded to the nearest penny.

5.2.7 Compliance Fund

The Compliance Fund portion of the initial Rate shall equal \$___ per ton which is set annually by the WCCIWMA Board of Directors in November:

- A. _____ dollars and ____ cents (\$____.__);
- B. Divided by the total 12-month Tonnage of all material types in the Franchise Agencies, which is stipulated by the Parties for the purposes of the initial Rate setting at _____ (____,____) tons per year; and,
- C. Rounded to the nearest penny.

5.2.8 Calculation of the Initial Rate

The initial Rate for the Franchise Agencies shall be \$___ per ton, which is calculated by adding the Material Specific, HHW, Authority, Recycling Rebate, Governmental Fee, and Compliance Fund 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, 2026, 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 for the Rate effective January 1 of the following Calendar Year no later than September 1, 2026 and each September 1 of each Calendar Year thereafter. 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
2024/2025	123.9	124.7	125.1	125.3	124.8	125.5	123.2	122.9	124.3	123.8	124.4	124.6
2025/2026	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 the first rate year multiplied by 0.98%.

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%).

For example, if the initial Material Specific Rate is \$90.00 per ton, using the hypothetical cpi values above, the new rate will be $90.00 \times 1.0098 = \$90.88$ per ton.

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 fifteen percent (15%) in the initial Rate Year and 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.

HHW Definitions

"Allowable Costs" shall have the meaning set forth in Section 5.3.3 Exhibit A.

"HHW Program" means Household Hazardous Waste and Small Quantity Generator Hazardous Waste services provided by Contractor to pursuant to the PCA.

Unless otherwise defined herein, all capitalized terms shall have the same meaning as set forth in the PCA. If there is conflict between this Amended Agreement and the PCA, the terms of PCA shall prevail.

A. Section 4.1.7 of the Post-Collection Agreement provides that "Contractor shall contract with a vendor acceptable to the Authority for the operation of a permanent Household Hazardous Waste (HHW) drop-off facility ["HHW Facility"] that shall serve the Member Agencies (Richmond, El Cerrito, San Pablo, Pinole, Hercules, and Contra Costa County unincorporated communities within the Authority service area). There are separate agreements with Contra Costa County to include the unincorporated communities adjacent to the Authority's service area (Kensington, Rodeo, Crockett, Port Costa, and Tormey). The types of materials accepted, as well as days and hours of operation shall be determined by Authority, after good faith consultation with Contractor and County and may be subject to change at any time by the Authority Board of Directors with input from Contractor and County, subject to reasonable implementation lead time and budget considerations.

B. Unincorporated communities adjacent to the Authority's service area, and known as Kensington, Rodeo, Crockett, Port Costa and Tormey ("KCPT") may receive some Authority HHW Program Services at the discretion of both the Authority and Contractor, shall be charged for all HHW Program services based on usage pursuant to a separate

written agreement between the Authority, Contractor and third parties including KCPT. A "User" shall be any individual's use of HHW Program services, including but not limited to, the use of a Permanent or Satellite HHW Facility or participation in a one-day event conducted by Contractor as part of the HHW Program. Actual Allowable Costs will be divided by the total number of Users and the number of Users from KCPT Area jurisdictions. The KCPT Area jurisdictions will be charged in accordance with their proportionate share of total Users. Consolidated deliveries from more than one address or location, shall be treated as separate deliveries from each separate address or location. At the discretion of the Authority Board, a per use surcharge may also be imposed on users from outside the Authority's service area.

C. Contractor shall be allowed to contract with a vendor acceptable to the Authority for the operation of one or more satellite Household Hazardous Waste facilities as they may be or are developed within the Authority's service area that shall serve the Authority's member agencies, and the unincorporated communities of Contra Costa County within Authority's service area. The other unincorporated areas of Contra Costa County outside the Authority service area shall be included by a separate agreement among Authority, Contractor, and County. The annual budget for HHW services and this HHW Agreement shall apply to any satellite HHW facility developed within the Authority's service area.

D. The Authority acknowledges that the Contractor has the right to utilize its assets and market its services. To the extent Contractor allows any additional ("out-of-area") jurisdictions to deliver HHW materials to the HHW Facility with the Authority as the generator of record, the Contractor and the Authority will meet and confer to develop an acceptable arrangement. The mutually acceptable arrangement will be included in the Republic annual HHW Budget submittal to the Board of Directors for review and consideration of approval.

E. The costs of the HHW Facility are variable, due to factors such as variable days and hours of operation, labor costs and the costs of handling and properly disposing of the HHW materials received from the public. Therefore, an equitable solution to the handling of those costs needs to be memorialized, in the event that costs exceed or fall short of budgeted amounts.

F. The intent of this section is to memorialize a procedure for establishing the HHW Budget for all subsequent Rate Years, using a balancing account approach:

a. The Board of Directors shall, on an annual basis, approve an HHW Budget prior to December 1 for the following calendar year's budget.

b. In establishing the HHW Budget for the following calendar year, the Parties shall consider Contractor's actual prior year costs incurred in the operation of the HHW Facility. The line-item accounts for prior year costs are identified in Section 5.3.3 Exhibit A.

c. In establishing the HHW Budget, the Parties shall also agree upon certain operational parameters, including, but not limited to, the assumed number of part-time and full-time staff; the days and hours of all HHW facilities operations; and assumed volume of HHW materials received by type. These operational parameters will form the basis of annual allowable costs for the HHW Budget, as described in Exhibit A.

d. Unless the Parties are proposing changes to the operational parameters, some of the current year budget line items would be adjusted by the average monthly change in the San Francisco-San Jose-Oakland All Urban Consumers CPI (CPI) to arrive at the HHW Budget for the following calendar year as described in Exhibit A. Exhibit A shall identify those budgets items to be subject to the CPI adjustments.

e. Except in the event of an emergency or other exigent circumstance, neither Authority nor Contractor may adjust the operational parameters of the HHW Budget without prior written authorization of the Board of Directors. The Authority and Contractor must mutually determine whether an emergency or other exigent circumstance exists.

f. If the HHW Budget parameters are changed without approval of the Board of Directors and those adjustments result in increased costs of operation, those increased costs shall not be allowable in consideration of the balancing account established below.

g. Once the HHW Budget is approved for the calendar year, neither Contractor nor the Authority shall add new categories of allowable costs in Exhibit A without the Authority verification and written authorization of the Board of Directors.

h. To manage the HHW Budget, the Parties further agree to establish a balancing account.

i. The intent of the balancing account is to create an equitable arrangement to allow sufficient, but not excessive, revenues to cover actual costs and agreed-upon operating margin. The balancing account shall function as follows:

i. Contractor will provide Authority with a reconciliation of actual expenses vs. budget amounts for the previous budget year ("Annual Statement").

ii. The "Annual Statement" shall be developed as follows: Within one hundred twenty (120) days following the end of each calendar year, Contractor shall submit to the Authority its statement of actual costs incurred and actual total revenues received compared to the approved budget in the operation of the HHW Facility for that calendar year, including any revenues allocated to the HHW Budget from jurisdictions other than the Member

Agencies . The Annual Statement shall include supporting documentation from Contractor's vendors and subcontractors. The Annual Statement shall also be in a format as agreeable by the Authority in good faith consultation with the Contractor.

iii. In reviewing the Annual Statement, the Authority Executive Director and the Contractor shall determine if actual allowable costs exceeded annual budgeted costs, and if actual revenues exceeded or fell short of budgeted revenues. Upon the Authority's request, Contractor shall provide any additional records not already provided with the Annual Statement, that are relevant to the determination of the accuracy and appropriateness of the reported revenues and costs. Contractor shall grant such access to the relevant records within thirty (30) calendar days of such request. Contractor may provide electronic or hard copies of such records. The Authority acknowledges that some records may be "trade secrets" and must be kept confidential. The Authority Executive Director may deny or reject an increase in the HHW Budget for the following year if Contractor fails to provide such requested records within thirty (30) calendar days. Authority and Contractor agree that line-item accounts for fuel, utilities, property tax, insurance, accounting support, permit fees, and site maintenance costs, as listed in Exhibit A, paragraph 4 shall be subject to an annual CPI adjustment as described in Exhibit A for all rate years and will be considered actual costs.

iv. The Authority shall review and either approve or reject the Annual Statement within sixty (60) days of receipt of the same. However, if any reported revenues and/or costs are disputed by the Authority, the Authority's approval of the Annual Statement may be delayed until such disputed items are resolved. Authority shall provide Contractor with a detailed statement outlining the areas of dispute. Contractor and the Authority shall then resolve any disputes pursuant to Section 8.17 of the Post-Collection Agreement.

v. Upon the Authority's approval of the Annual Statement, Contractor shall be allowed to recover any shortfall in actual expenses relative to the actual Allowable Costs and Authority shall be allowed to recover any surpluses from actual expenses relative to Allowable Costs.

Given that HHW Program budgeted Revenues are to equal budgeted Allowable Costs, any variances between actual HHW Program Revenues less actual HHW Program Allowable Costs must be reconciled annually in a true-up, as noted above. Therefore, if actual HHW Program Revenues exceed actual Allowable Costs for the year being reviewed, then the amount of the difference shall be "Excess Cost" and be reconciled by adding such Excess Cost to the HHW Program_Revenue budgeted for the HHW Program expense Budget for the calendar year subsequent to the year being reviewed. The effect would be to reduce other HHW Program expenses needed to balance the HHW Program_Revenues for the subsequent calendar year. The

intended effect is to reduce the calculated HHW Program portion of Contractor's collection rate for such ensuing year, as collection rates are calculated based on the HHW Program Revenue necessary to balance the HHW Program Budget with Allowable Costs. For example:

If actual HHW Program Budget Revenues for calendar Year 2027 are \$1,200,000 and the actual Allowable Costs for calendar year 2027 are (\$1,100,000) then the difference would be a 2027 under budget carryover amount of \$100,000.

If HHW Program budget of calendar year 2028 is budgeted at \$1,300,000 then 2027 budget carryover amount of \$100,000 reduces necessary 2028 Revenue by (\$100,000) and, thus, other 2028 Revenues necessary to balance the budget are \$1,200,000.

This example balances the 2027 actual HHW Program budget and actual Allowable Costs by reducing the 2028 HHW Program Revenue necessary to balance the 2022 Budget by the amount of Excess Net Revenue from 2027.

Conversely, if actual Allowable Costs exceed actual HHW budget for the year being reviewed, then the amount of the difference shall be unbudgeted Allowable Costs and be reconciled by adding such unbudgeted Allowable Costs to the Allowable Costs budgeted for the HHW Program Budget for the year subsequent to the year being reviewed. The effect would be to increase the HHW Program budget in order to balance the HHW Program budget for the ensuing calendar with budgeted Allowable Costs. The effect is to increase the calculated HHW Program budget portion of Contractor's collection rate for the ensuing year, as collection rates shall be calculated based on the HHW Program budgeted expenses necessary to balance the HHW Program budget with Allowable Costs. For Example:

If actual the HHW Program budgets for calendar Year 2027 are \$1,200,000 and the actual Allowable Costs for calendar year are (\$1,250,000) then the unbudgeted Allowable Costs for 2028 would be (\$50,000).

If HHW Program Allowable Costs of calendar year 2028 are budgeted at \$1,300,000 then the 2027 unbudgeted Allowable Costs would be added in the amount of \$50,000 and, thus, the HHW Program expense budget necessary to balance the 2028 Budget would be \$1,350,000.

This example balances the 2027 actual budget and Allowable Costs by increasing the 2028 budgeted Allowable Costs necessary to balance the 2028 Budget.

The Authority shall review and either approve or reject the Annual Statement within sixty (60) days of receipt of the same. However, if any reported HHW Program Revenues and/or Allowable Costs are disputed by the Authority, the Authority's approval of the Annual Statement may be delayed until such disputed items are resolved. The Authority shall provide Contractor with a detailed statement outlining

the areas of dispute. Contractor and the Authority shall then resolve any disputes pursuant to Section 8.17 of the Post-Collection Agreement.

vi. Pursuant to an annual true up, the Authority shall be entitled to recover any surplus as a result of lower expenses relative to actual Allowable Costs. The Authority shall recover such surplus as a credit against the following year's rates. The Contractor shall be entitled to recover any unbudgeted actual costs relative to Allowable Costs. The Contractor shall recover such unbudgeted Allowable Costs as an increase in the HHW budget for the following year.

G. The El Cerrito Facility serves the Member Agencies. The HHW budget for the El Cerrito Facility shall be part of the entire HHW Budget approved by the Authority Board of Directors. The HHW Budget for the El Cerrito Facility shall not include any non-allowable costs identified in Section 5.3.3 Exhibit A.

Exhibit A: HHW Allowable Costs

A. Allowable Costs

The costs of the Permanent and Satellite HHW Facilities are variable, due to factors such as variable days and hours of operation, labor costs and the costs of handling and properly disposing of the HHW materials received from the public. Allowable Costs are defined as follows:

Contractor shall calculate its cost of operations including the actual and direct costs of operating the HHW Programs, Permanent HHW Facility, any satellite HHW Facilities, special one-day collection events, and any additional HHW services/programs as necessary for the following allowable costs:

1. Direct wages and benefits paid to Contractor for an HHW supervisor, manager and similar staff members who directly oversee HHW programs, manage the budget in cooperation with the Authority and provide support to the program on site. For the 2026 Budget, the amount is from the RFP Response and tbd. For the 2027 budget, this amount will be increased by 85% of the CPI for each subsequent budget beginning with the 2027 budget until the end of the PC Agreement.
2. Maintenance supplies, spare parts, consumables and outside costs incurred directly to perform the HHW services required under the Post-Collection Agreement. For the 2026 budget, this amount is from the RFP Response and tbd. This amount will be increased by 85% of the CPI for each subsequent budget with the 2027 budget until the end of the PC Agreement.
3. HHW Facility Outside Services which are limited to the subcontracted services of Contractor subcontractor identified in the RFP Response (or a replacement subcontractor approved by the Authority) for the receipt, handling, processing, and responsible disposal of the materials collected by the HHW program. Contractor shall separately account for and report the various components of this cost (i.e., labor, handling, transportation, material disposal, etc.) in

both their budget request and Annual statement. For the 2026 budget, this amount is from the RFP Response and tbd. For the 2027 budget, this amount will be increased by 85% of the CPI for each subsequent budget beginning with the 2027 budget until the end of the PC Agreement.

4. The Contractor incurs facility and administrative costs in support of the HHW program. These costs are allowable as follows:

- a. Fuel costs incurred in the operation of mobile equipment used specifically for the benefit of the HHW program. For the 2026 budget, this amount is from the RFP Response and tbd. This amount will be increased by 85% of the CPI for each subsequent budget beginning with the 2027 budget until the end of the PC Agreement.
- b. Utilities costs incurred by Contractor in the operation of the HHW program and facility. For the 2026 budget, this amount is from the RFP Response and tbd. This amount will be increased by 85% of the CPI for each subsequent budget beginning with the 2027 budget until the end of the PC Agreement.
- c. Property taxes will be allocated based on Contractor's representation of the square footage of the site occupied by the HHW facility. For the 2026 budget, the allocated amount to the HHW facility is from the RFP Response and tbd. This amount will be increased by 85% of the CPI for each subsequent budget beginning with the 2027 budget until the end of the PC Agreement.
- d. Insurance costs directly attributable to the operation of the HHW program for the types and levels of coverage required by the Agreement. For the 2026 budget, this amount is from the RFP Response and tbd. This amount will be increased by 85% of the CPI for each subsequent budget beginning with the 2027 budget until the end of the PC Agreement.
- e. Accounting and Financial management support to manage HHW revenues, process invoices, prepare the Annual Statement, respond to Authority inquiries and assist with budget management. For the 2026 budget, this amount is from the RFP Response and tbd. This amount will be increased by 85% of the CPI for each subsequent budget beginning with the 2027 budget until the end of the PC Agreement.
- f. Costs to maintain components of the larger site that are shared with the HHW program (if there are shared services on the site). This includes, but is not limited to security, landscaping, janitorial, improvements/repair of main office building, repair of forklift or other equipment shared with HHW, site lighting, security cameras, internet access, site communication, perimeter fencing, entry gate, sweeping, exterminator, fire suppression system, etc. For the 2026 budget, this amount is from the RFP Response and tbd. This amount will be increased by 85% of the CPI for each subsequent budget beginning with the 2027 budget until the end of the PC Agreement.
- g. Costs for permit fees for the entire site that are shared with the HHW program (if the site shares the HHW program). This does not include HHW specific permits which

are allowable under section 2, above. For the 2026 budget, this amount is from the RFP Response and tbd. This amount will be increased by 85% of the CPI for each subsequent budget beginning with the 2027 budget until the end of the PC Agreement.

5. JPA Requested Programs will be budgeted based on a budget for those programs as determined jointly by the Authority and Contractor.
6. Contractor expenses for Household Hazardous Waste, motor oil, and universal waste training, education, networking and related travel expenses not to exceed \$3,500 per year.
7. Capital costs or depreciation included in a Board approved annual HHW Budget.
8. All other unforeseen costs such as payment to repair damage, fines and penalties not due to Contractor's negligence. Both the Authority and Contractor agree to meet and confer in good faith towards a resolution.

B. Non-Allowable Costs

Non-allowable costs shall not be included in the Annual Statement and, if determined by the Authority to have been included in the Annual Statement, shall be deducted from actual costs. Non-allowable costs include, but are not limited to the following:

1. Any costs or portions of allocated costs associated with the Contractor's provision of similar services to "out of area" users of the HHW Facility that are not approved by Authority Board of Directors.
2. Labor and equipment costs for personnel and vehicles that are not specified in the operational parameters and assumptions that are approved as part of the HHW budget.
3. Payments or other compensation to managers, directors, and/or owners of Contractor.
4. Corporate overhead allocations or other charges for the Contractor's selling, general and/or administrative employees, except for insurance and other overhead included in a Board approved annual HHW budget.
5. Travel and entertainment expenses except for Household Hazardous Waste, motor oil and universal waste training, education, networking and related travel expenses.
6. Payments to repair damage to public or private property due to Contractor's negligence.
7. Fines or penalties due to Contractor's negligence.
8. Liquidated Damages assessed under the Agreement
9. Federal or State income taxes.

10. Charitable or political donations, except non-profit organization HHW fee waivers approved by RecycleMore staff.
11. Depreciation or interest expense for Collection vehicles, Containers or other equipment, offices and other facilities if such items are leased unless approved by the Board as part of the Budget.
12. Attorney's fees and other expenses incurred by Contractor in any dispute, negotiation, or court proceeding.
13. Attorney's fees and other expenses incurred by Contractor arising from any act or omission in violation of the Agreement.
14. Payments to Affiliates for products or services, in excess of the cost to the Affiliates for those products or services.
15. Goodwill.
16. Profit and/or profit-sharing distributions exceeding the operator's margin described in the Agreement.
17. Bad debt.

5.3.4 Adjustment to Authority Portion of the Rate

No later than September 1 of each Calendar Year beginning in 2026, the Authority shall establish a budget for its 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, the 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 2027, 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.

- Initial Rate will be based on 2024 Credit = -\$9.00/ton credit as of 9/01/2024
- Each year will adjust based on Official Board Markets San Francisco High Side OCC #11 Index prior 12-month average
- Contamination cannot be above 33%.
 - Contractor must show at least 2 continuous quarters of 33% contamination or higher
 - Contamination does not equal residual tons
 - Must prove it through monthly route audits corresponding to the percentage of volume provided by each member agency (ie Richmond 50%, 10% for each other member – County, El Cerrito, Hercules, Pinole, San Pablo)
 - If contamination is above 33% for 6 continuous months, then parties will meet to determine new methodology (for example, the range could recalibrate to between \$3-\$7/ton).
- Floor of -\$5.00/ton
- Ceiling of -\$9.00/ton
- The blended rate credit will float based on the following index pricing:
 - \$5.00 = \$90.00/ton OCC #11 12-month average
 - \$6.00 = \$100.00/ton OCC #11 12-month average
 - \$7.00 = \$110.00/ton OCC #11 12-month average
 - \$8.00 = \$120.00/ton OCC #11 12-month average
 - \$9.00 = \$130.00/ton OCC #11 12-month average
 - Each dollar and ten cent increment carries towards the rebate credit
- Using 2023 for an Example
 - In 2023 the OCC #11 Index was as follows

■ Jan	\$95/ton
■ Feb	\$120/ton
■ Mar	\$105/ton
■ Apr	\$105/ton
■ May	\$100/ton
■ Jun	\$110/ton
■ Jul	\$120/ton
■ Aug	\$130/ton
■ Sep	\$140/ton
■ Oct	\$155/ton
■ Nov	\$145/ton
■ <u>Dec</u>	<u>\$150/ton</u>
■ Avg	\$122.92/ton
 - The Post Collection Recycling credit would equal -\$8.29/ton
- Looking at 2024:

- In 2024 the OCC #11 Index is as follows
 - Jan \$165/ton
 - Feb \$160/ton
 - Mar \$180/ton
 - Apr \$175/ton
 - May \$180/ton
 - Jun \$180/ton
 - Jul \$175/ton
 - Aug \$168/ton
 - Sep \$tbd/ton
 - Oct \$tbd/ton
 - Nov \$tbd/ton
 - Dec \$tbd/ton
 - Avg \$tbd/ton
- If pricing holds, the Recycling credit will be -\$9.00/ton (the ceiling) for 2025

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 2026, the revenue requirement shall include adjusting the basis for any Governmental Fees which have changed in the prior year and actual annual Tonnage values from the prior twelve (12) months 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 current, actual fee, the revised basis (tons) 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, the Governmental portion of the Rate would be eleven dollars and thirty three cents (\$11.33).

5.3.7 Compliance Fund

If, the Compliance Fund revenue requirement as determined by the Board of Directors was three hundred thousand dollars (\$300,000); 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 Compliance Fund portion of the Rate would be two dollars and zero cents (\$2.00).

5.3.8 Calculation of the Adjusted Rate

The adjusted portions of the Rate, as described in Sections 5.3.2 through 5.3.7, shall be added together to determine the Rate for the following Rate Year. Using the example calculations provided in Sections 5.3.2 through 5.3.7 above, the revised adjusted per ton Rate would be calculated as:

A. Revised Material Specific portion of the Rate =\$90.88; 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 = -\$9.00; plus,
- E. Revised Governmental Fee portion of the Rate = \$11.33; plus,
- F. Revised Compliance Fund portion of the Rate = \$2.00; equals
- F. Revised Rate = \$105.21 per ton

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:

- A. Enactment of new or changes to existing federal, State and local fees and surcharges mandated to be collected or paid by Contractor;
- B. 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,
- C. 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:

- A. Changes in the price of fuel, or California State Fuel taxes, fees and excise fees or surcharges;
- B. 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;
- C. 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;
- D. Increases in Transportation time and/or costs related to provision of Services provided under the Agreement;
- E. Changes in the number of Customers due to changes in population or housing/business development or annexations;
- F. 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);
- G. Changes in the volume or composition of materials;
- H. 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.

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:

A. 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);

B. 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;

C. Breach of representation: Contractor's breach of any representation, warranty or covenant made in this Agreement; or,

D. 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:

A. in one or more instance,

B. threatened or transpired,

C. Contractor is negligent or otherwise culpable, or

D. 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 groundwater 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 July 1, 2025, 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

A. 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).

B. 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.

C. 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.

D. 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.

E. 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.

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

G. 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.

H. 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.

I. 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.

J. Evidence of Coverage. As of July 1, 2025, 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 countersigned 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.

K. 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.

L. Worker's Compensation. Contractor shall provide workers' compensation coverage as required by State law, and prior to July 1, 2025 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

A. 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.

B. 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.

C. 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 a specific instance of failure or refusal has been previously cured.

D. 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.

E. Criminal Activity. The occurrence of any Criminal Activity 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

A. Failure to Provide Insurance. Contractor fails to provide insurance in accordance with Section 6.2, or Guaranty Agreement in accordance with Section 8.20;

B. Failure to Provide Assurances of Performance. Contractor fails to timely provide assurances of performance in accordance with Section 8.16;

C. 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;

D. Transfer, Assignment. Contractor Assigns this Agreement without Authority approval required by Section 8.5;

E. 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;

F. 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

A. 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.

B. 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:

A. Contractor Default: the repeated occurrence of an uncured material Contractor Default;

B. 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;

C. 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.

D. 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:

A. 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 7.1.2F (Insolvency, Bankruptcy, Liquidation);

B. Two (2) Working Days after giving Contractor a Notice with respect to a Contractor Default described in Section 7.1.1A (Failure to Perform); and,

C. 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

A. 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.

B. 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 A (Contractor Default) and D (Assignment of Guaranty Agreement Without Consent) of Section 7.2.1, 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:

1. 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;
2. 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,

3. 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 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 Contractor, 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 the 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 insure to the benefit of and be binding on the successors and permitted Assigns of the Parties.

8.7 Parties in Interest

With a copy to: _____

With an additional
copy to: _____

Parties may change their address upon written Notice to the other Party.

8.10 Authority Contract Manager

The Authority has designated a staff person, the Authority Contract Manager, to be responsible for the monitoring and administration of this Agreement. The Authority may change the designation from time to time as it sees fit. 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 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; or any requests or suggestions to mitigate the adverse effects of the Uncontrollable Circumstance.

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 Contactor'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 Article 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 Article 5); (2) verify payment of governmental fees or taxes (in accordance with Article 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:

A. Trade secret confidential business information or documents (e.g. customer lists) with respect to any non-Authority users of the Approved Facilities or Landfill

B. Cost of service information which is not otherwise provided for in this Agreement

C. 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:

A. 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; or

B. Appears in the judgment of the Authority to be unable to regularly pay its bills as they become due; or

C. 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

D. If Authority disagrees with Contractor's estimate of Landfill capacity required to meet Contractor's warranty in accordance with Section 9.2J 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.

A. 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.

B. 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.

C. 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.

D. 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:

- A. (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
- B. (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:

- A. The Contractor or any Affiliate fails to comply with its obligations under Section 7.1.1; or,
- B. Criminal Activity with respect to this Agreement.
- C. 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 8.10, 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.

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; 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 complied, 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. 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

Contractor

Integrated Waste Management Authority

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. Any definition in the singular or plural shall, if appropriate in the context, include both the singular and the plural.

“**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” or **“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.

“Annual E&O Plan” is the annual education and outreach plan described in Section 4.1.8.

“Annual Report” is the Annual Report described in Section 4.14.

“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.

17. 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 _____ located at _____ in _____, 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 _____ located at _____ in _____, 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 _____ at _____ in _____, 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 _____ located at _____ in _____, 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 Facilities” means each Approved Processing Facility collectively.

“Approved Processing Facility” means each of the Approved Organic Materials Processing Facility, the Approved Construction and Demolition Processing Facility, the Approved Transfer Station, and the Approved Recyclable Materials Processing Facility.

“Approved Recyclable Materials Processing Facility” means _____ 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 _____, 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.

“Arbitration Valuation Items” is defined in Section 8.17.3.

“Assign” or “Assignment” means:

1. selling, exchanging or otherwise transferring effective control of management of the Contractor (through sale, exchange or other transfer of outstanding stock or otherwise);
2. issuing new stock or selling, exchanging or otherwise transferring 20% or more of the then outstanding common stock of the Contractor;
3. 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;
4. 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;
5. 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.

“Assignment Expenses” is defined in Exhibit 8.20.

“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.

“CalRecycle” means the California Department of Resources Recycling and Recovery.

“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 Agreements” 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.

“Contractor” means _____. 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.

“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 Agencies,” “Franchising Agencies” or “Member Agencies” means the County of Contra Costa and the cities of Hercules, Pinole, Richmond, El Cerrito and San Pablo, collectively.

“Franchised Collector” means the company given the exclusive or limited right, by a Member 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 _____.

“Guaranty Agreement” is the agreement in substantially the form attached as Exhibit 8.20 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.

"Initial Rate Period" is defined in Section 5.2.2.

"Landfill" means _____.

"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.

“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:
 - a. 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:
 - a. 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;
 - b. 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;
 - c. 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;
 - d. 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.

“Ownership” has the meaning provided under the constructive Ownership provisions of Section 318(a) of the Internal Revenue Code of 1986 *except* that (1) “10 percent” is substituted for “50 percent” 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 are 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” includes a natural person, 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” 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 Article 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.

“Recover” and its derivations 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” 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.

“SB1383” means the Short-lived Climate Pollutants (SLCP): Organic Waste Reductions Regulations adopted by CalRecycle, pursuant to Chapter 13.1 of Part 3 of Division 30 of the Public Resources Code, as those regulations may be amended from time to time.

“Services” means all obligations of Contractor under and in accordance with this Agreement to Authority.

“Solid Waste” means and includes all putrescible and non-putrescible 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.

“**State Diversion Mandate**” means the requirement set out in Public Resources Code section 41780 that jurisdictions shall divert 50 percent of all solid waste through source reduction, recycling, and composting activities, as that provision is interpreted and enforced by CalRecycle. The State Diversion Mandate is distinct from the state policy goal, set out in Public Resources Code section 41780.01, that 75% of solid waste be source reduced, recycled, or composted.

“**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 that 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” and its derivations means transferring Solid Waste at the Approved Transfer Facility, 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” and its derivations means the Transportation of Solid Waste, Organic Materials, and/or Recyclable Materials from any Transfer Station to the Landfill in accordance with Section 4.1.1.

“Uncontrollable Circumstance” 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, that includes one or more of the following:

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:

1. Either Party’s own breach of its obligations under this Agreement;
2. 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;
3. 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;

4. The failure of the Contractor to secure Permits necessary for Services; and,
5. 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 waste or other material 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 except 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 the Authority’s 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 the Authority for outreach development, execution and implementation. The Authority 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
 - 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 Contractor 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 SB1383.

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 SB1383.
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 SB1383 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 SB1383.
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, Contractor 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 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

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.

EXHIBIT 8.19

Liquidated Damages

The performance standards and liquidated damages below are intended to identify the damages associated with the Contractor's willful or negligent acts or omissions under the Agreement which reduce the value of the services provided under this Agreement to the Authority and ratepayers. In the event that a failure to achieve a performance standard is the result of a foreseeable, but uncontrollable circumstance, Contractor shall notify the Authority, in writing, of its prospective failure and the means and date by which Contractor intends to remedy the failure. In the event that a failure to achieve a performance standard is the result of an unforeseeable and uncontrollable circumstance, Contractor shall notify the Authority in writing within one business day of the failure and shall notify the Authority of Contractor's plans to prevent future failures for similar reasons. The determination of the unforeseeable and/or uncontrollable nature of the circumstances shall be made in the reasonable discretion of the Authority's Contract Manager. This determination may consider the information provided by the

Contractor and any other information which may be relevant. In the event such circumstances are determined to be unforeseeable and/or uncontrollable, the Authority's Contract Manager shall waive the assessment of damages.

Company	WCCIWMA
Initial Here ____	Initial Here ____

Performance Standard	Liquidated Damages
<p>1. Failure to implement and conduct operational services. For each day that contractor is delayed in implementing or conducting any operational service(s) required under Sections 4.1.1 through 4.1.7 of this Agreement beyond the specified implementation date</p>	\$1,000/service/day
<p>2. Use of Authorized Facilities. For each ton of Solid Waste, Dry Materials, Recyclable Materials, Organic Materials, or C&D Debris delivered to a facility not approved for use under the provisions of this Agreement. This performance standard and associated liquidated damage would not apply in the event that Contractor provides notice in writing within 48 hours to the Authority of the need to use an alternative facility due to an unforeseen and uncontrollable circumstance.</p>	\$125/ton
<p>3. Disposal of Organic or Recyclable Materials. For each ton of otherwise marketable Organic Materials or Recyclable Materials Disposed, either pre- or post-processing, without the prior written approval of the Authority. This provision explicitly excludes Dry Materials processing, Compost Overs, and Residue from C&D and Curbside Processing.</p>	\$125/ton

<p>4. Timely submission of required reports and rate adjustment requests. For each day that a report or rate adjustment request required by this agreement is overdue past the specified due date. 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>\$25/day for each day until accurate and complete submittal received</p>
<p>5. Timely response to requested information. For each day that contractor fails to respond to an Authority request for information or data that is authorized by the Agreement and which exceeds the allowable time frames defined by the Agreement. The Authority shall request the information in writing and provide the Contractor a 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>\$250/day for each day until accurate and complete submittal received</p>
<p>6. Failure to provide substitute scales. For each hour contractor fails to provide substitute scale(s) at each of the approved facilities. Substitute scales shall be certified. 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/hour</p>

<p>Contractor</p>	<p>WCCIWMA</p>
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Initial Here ____	Initial Here ____
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<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 rate payers within the Authority service area (except for El Cerrito) 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>

EXHIBIT 8.19.A

and Disposal Services dated as of the later of the date of execution thereof by the Authority or the Contractor, as may be supplemented and amended from time to time in accordance with the terms thereof (Agreement), which Agreement is incorporated in this Agreement by reference and by this Agreement made part of this Agreement;

WHEREAS, it is in the interest of Guarantor that the Contractor enter into the Agreement with the Authority;

WHEREAS, the Authority is willing to enter into the Agreement only upon the condition that the Guarantor execute this Guaranty;

WHEREAS, in the event Contractor fails to timely and fully perform its obligations, including the payment of moneys, pursuant to the Agreement, Guarantor is willing to Guaranty, Contractor's timely and full performance thereof; and

WHEREAS, it is a condition precedent to the Authority's obligations under the Agreement that the Guarantor provide this Guaranty.

NOW, THEREFORE, as an inducement to the Authority to enter into the Agreement, the Guarantor agrees as follows:

Capitalized terms used in this Agreement and not otherwise defined in this Agreement, shall have the meaning assigned to them in the Agreement.

(1) Guaranty of Contractor's Performance Under Agreement. Guarantor by this Guaranty directly, unconditionally, irrevocably, and absolutely guaranties the timely and full performance of Contractor's obligations under the Agreement in accordance with the terms and conditions contained therein or to cause that timely and full performance. Within thirty (30) Calendar Days written request therefore by the Authority, Guarantor shall honor the Guaranty. Notwithstanding the unconditional nature of the Guarantor's payment obligations set forth in this Agreement, the Guarantor may assert the defenses provided in the paragraph entitled Defenses under Section (8) of this Guaranty, against claims made under this Guaranty.

(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 of 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 appraisement, 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:

Name

Date

RESOLVED, that _____ be, and hereby is, authorized to

(Name of Designated Representative)

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.

Date

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, affiliates of Republic Services Inc. ("Republic") receive 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.

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. If an RFP does not contain a proposal to provide all the requested services, RecycleMore may choose not to consider it. RecycleMore may, however, choose, in its sole discretion, to work with some or all interested parties to create the combination of services required.

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 proposal, 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 proposal(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. Any indications that RecycleMore will maintain the confidentiality of the submittals should not be read to mean that RecycleMore would not comply with its obligations under the California Public Records Act, which may prevent RecycleMore from withholding records in response to a public records request. (See *Michaelis, Montanari & Johnson v. Superior Court* (2006) 38 Cal.4th 1065.)

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# (341) 203-1250

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

RecycleMore must receive Proposals by 4:00 p.m. on November 27, 2024. Proposals must be emailed 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, but 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.

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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. 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.

See the statement on the first page regarding consideration of proposals for less than the entire scope of the services described above.

B. Term of Agreements

RecycleMore seeks to enter a ten (10) year agreement with two five-year (5-year) mutual options to extend that term to a total of twenty (20) years. RecycleMore does not anticipate a longer-term agreement beyond 2045.

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; this hhw volume is separate from the material delivered to the IRRF for processing.

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 & Components of 2024 RFP

Material Specific	
HHW	
Authority Budget	tbd
Authority Regulatory Compliance	tbd
Recycling Rebate	(\$9.00)
Governmental Fee	tbd

Proposals should include a per-ton price for the “Material Specific” Line Item and for 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. The initial rate for Material Specific and HHW will be in effect from 7/01/2025 until 12/31/2026. By September 1, 2026, per the terms of the draft Post Collection Agreement, the contractor will submit proposed rates to the Authority that will be in affect from 1/1/2027 until 12/31/2027.

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.

In future years, the Recycling Credit will be adjusted based upon the change in the high side West Coast/SF OCC #11 OBM Index. For this RFP, the recycling credit is set at a fixed -\$9.00 per ton credit for the initial rate period (July 1, 2025 through December 31, 2026).

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 will include 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.

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. Refer to the attached Draft Post Collection Agreement for currently proposed Performance Metrics. 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.
- Compliance with ab939, ab341, and sb1383
- Pounds per Person per Day (“per capita disposal”) associated with 50% diversion of the franchised waste stream (CalRecycle Mandate based on ab939)

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# (341) 203-1250
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 indicate 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. Proposers desiring to ensure the confidentiality of documents submitted to RecycleMore should review the statement on page 1 and take steps to properly label information that they believe to be subject to trade-secret protection.**

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 hard copy and 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 hard copy and 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 \$100,000 (one hundred 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	Jan thru April 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.

4.3 Price Sheet

In Section 1.3 RecycleMore identified the price sheet which proposers must fill out as part of its proposal. Proposers must provide the price per ton for the Material Specific blended rate that combines the gamut of post-collection solid waste services outlined in Section 1.2, except for the operational cost per ton to run the proposed HHW facility (or facilities). Proposers must also provide a price per ton for providing one (or more) HHW drop-off facility. In addition to filling out the price sheet, proposers must fill out corresponding price per ton for the listed services below. These costs will not be judged as part of the RFP response but need to be listed for the proposal to be accepted.

- Landfill Disposal cost per ton, based on the volume of solid waste collected from industrial, commercial, and residential sources collected in El Cerrito, Richmond, Hercules, Pinole, San Pablo, and unincorporated areas of the County;
- Solid Waste Transfer cost per ton based on the volume of solid waste collected from industrial, commercial, and residential sources collected in El Cerrito, Richmond, Hercules, Pinole, San Pablo, and unincorporated areas of the County;

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- MRF Processing cost per ton, based on the processing and marketing of residential and commercial recyclable materials which have been source-separated from solid waste using a “single-stream” collection system collected in El Cerrito, Richmond, Hercules, Pinole, San Pablo, and unincorporated areas of the County;
- Organic Processing cost per ton, based on the 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;
- Construction & Demolition Processing cost per ton, based on a program to maximize the recovery of construction and demolition debris, comply with local ordinance diversion and CalGreen 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.
- Dry Waste Processing cost per ton, based on 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.
- Conversion Technology cost per ton based on 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).

Section 5: RFP Proposal 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



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