



Agenda Item No. 9B
June 23, 2020

TO: Honorable Mayor and City Councilmembers
Attention: Aaron Busch, City Manager

FROM: Shawn L. Cunningham, Director of Public Works
(Staff Contact: Brian McLean, (707) 469-6504)

SUBJECT: RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VACAVILLE APPROVING AMENDMENT #2 MODIFYING AND GRANTING 8-YEAR EXTENSION OF TERM OF SOLID WASTE, RECYCLABLES AND GREEN WASTE COLLECTION, PROCESSING, DISPOSAL AND STREET SWEEPING SERVICES BETWEEN THE CITY OF VACAVILLE AND RECOLOGY VACAVILLE SOLANO (RVS) AND AUTHORIZING THE DIRECTOR OF PUBLIC WORKS TO ENTER INTO AN AGREEMENT WITH HF&H CONSULTANTS, LLC, FOR ASSISTANCE IN ANALYSIS AND NEGOTIATIONS WITH RVS RELATED TO STATE MANDATED SENATE BILL 1383 REQUIREMENTS

DISCUSSION:

In March 2020 City Council approved changes to the City's Solid Waste Franchise Agreement to meet Phase 4 of California Assembly Bill 1826 for Commercial Organic Waste Collection. Where that bill impacted commercial businesses, Senate Bill 1383 is the next step in the State's expanding waste reduction recycling goals and will target residential waste recycling.

In September 2016, Governor Brown signed into law Senate Bill 1383 (SB 1383) establishing methane emissions reduction targets. Methane emissions result from the decomposition of organic waste in landfills and are a source of greenhouse gas (GHG) emissions. Senate Bill 1383 directs the Department of Resources Recycling & Recovery (CalRecycle) to adopt regulations and requirements to achieve *state-wide* goals of a 50 percent reduction in organic waste disposal by 2020 and a 75 percent reduction by 2025.

To meet the state-wide goals of SB 1383 and its January 01, 2022 compliance implementation deadline, CalRecycle has established numerous organic waste disposal program requirements impacting municipal jurisdictions, generators, processors, and haulers of organic waste – all of which will affect the City of Vacaville and our solid waste contractor, Recology Vacaville Solano (RVS). Compliance with this new law will require the City and RVS to work in partnership over the next many years towards the development of new municipal codes, edible food recovery programs, procurement, enforcement and penalties to mandated residential organic waste diversion and recycling – the effects are far-reaching and will require substantial changes to the City's recycling program, as well as the City's solid waste and recycling programs contracted through the Franchise Agreement with RVS.

To meet these challenges and be successful in managing the requirements of SB 1383, staff is recommending the current Franchise Agreement five-year term extension be amended to an 8-year extension (July 01, 2022, thru June 30, 2030) with the provision for two additional five (5) year extensions of the term options (Attachment 1).

This recommendation is not made lightly, nor without a thorough analysis of the long-term effects, SB 1383 will have on the City. Maintaining stability and continuity in our solid waste/recycling operations will be vitally important, as well as having a hauler with a firm understanding of Vacaville and the nuances of service delivery throughout the community as SB 1383 requirements move from implementation to long term program management and reporting to the State. The City Council has the authority to amend the term of the Franchise Agreement.

The City's Solid Waste Franchise Agreement will again need to be further updated to now reflect the requirements of SB 1383. The City and RVS have initiated discussions with regard to how SB1383 will impact the current service model, and the parties mutually understand the necessity to expedite the completion of work related to a new Franchise Agreement amendment incorporating the City's SB1383 required program changes. The goal is to bring an amended agreement to the City Council for consideration by May 31, 2021, and implementation by Recology not later than January 1, 2022.

To assist City staff in the process of analyzing the data and negotiations with RVS, staff is recommending the hiring of HF&H Consultants, LLC at a cost of \$93,400. In 2018 the City engaged HF&H to assist in the Franchise Agreement update related to AB 1826. HF&H has proved to be highly capable and effective in helping staff meet the desired goals while containing the cost-impact to the ratepayer.

FISCAL IMPACT:

There will be no fiscal impact to the General Fund as a result of modifying and granting an 8-year term extension of the City's Franchise Agreement with Recology Vacaville Solano. The fiscal impact to the General Fund for the hiring of HF&H Consultants, LLC is \$93,400 which will be recovered from Recology Vacaville Solano by City upon execution of the amendment which is anticipated to be prior to 12/31/2021.

RECOMMENDATION:

By simple motion, adopt the subject resolution.

ATTACHMENTS:

Resolution – Action Item

Attachment 1: Amendment #2 to Solid Waste Franchise Agreement

Attachment 2: HF&H Consultants, LLC Agreement

Attachment 3: Solid Waste Franchise Agreement

RESOLUTION NO. 2020-

RESOLUTION APPROVING AMENDMENT #2 MODIFYING AND GRANTING 8-YEAR EXTENSION OF TERM OF SOLID WASTE, RECYCLABLES AND GREEN WASTE COLLECTION, PROCESSING, DISPOSAL AND STREET SWEEPING SERVICES BETWEEN THE CITY OF VACAVILLE AND RECOLOGY VACAVILLE SOLANO (RVS) AND AUTHORIZING THE DIRECTOR OF PUBLIC WORKS TO ENTER INTO AN AGREEMENT WITH HF&H CONSULTANTS, LLC, FOR ASSISTANCE IN ANALYSIS AND NEGOTIATIONS WITH RVS RELATED TO STATE MANDATED SENATE BILL 1383 REQUIREMENTS

WHEREAS, in 2016 Governor Brown signed into law Senate Bill 1383 establishing methane emissions reduction targets in a statewide effort to reduce emissions of short-lived climate pollutants; and

WHEREAS, SB 1383 will create broad and significant impacts to the City's recycling programs as well as the City's contracted solid waste/recycling programs through Recology Vacaville Solano; and

WHEREAS, maintaining stability in the City's solid waste/recycling franchise hauler operations through the implementation of SB 1383 program changes to the long term program management and reporting to the State benefits the Vacaville community; and

WHEREAS, modifying the Franchise Agreement *Extension of Term* provision from five years to an 8-year extension, and granting the 8-year term extension as detailed in Amendment #2 to the Franchise Agreement is in the best interest of the City and community; and

WHEREAS, to meet the requirements of Senate Bill 1383 the City of Vacaville will be required to update its Solid Waste Franchise Agreement to expand its organic waste diversion programs; and

WHEREAS, to assist in the process of analyzing the data and negotiating the cost impacts, staff recommends the hiring of HF&H Consultants, LLC a consulting firm specializing in such work; and

WHEREAS, HF&H Consultants, LLC proposal of \$93,400 has been determined to be consistent with market costs and whereas the City shall recover the consultant expenditure on this effort through written stipulation within the updated amendment so that the consultant costs shall be paid to the City by Recology Vacaville Solano.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Vacaville hereby authorizes the City Manager to execute Amendment #2 to Agreement for Solid Waste, Recyclables and Green Waste Collection, Processing, Disposal and Street Sweeping Services Between the City of Vacaville and Recology Vacaville Solano for extension of term and the Director of Public Works of the City of Vacaville be authorized to enter into an agreement with HF&H Consultants, LLC to assist staff in the update of the City's Solid Waste Franchise Agreement and negotiations with Recology Vacaville Solano in the amount of \$93,400.

I HEREBY CERTIFY that the foregoing resolution was introduced and passed at a regular meeting of the City Council of the City of Vacaville, held on the 23rd day of June 2020, by the following vote:

AYES:

NOES:

ABSENT:

ATTEST:

Michelle Thornbrugh, City Clerk

AMENDMENT #2 TO
AGREEMENT FOR SOLID WASTE, RECYCLABLES AND GREEN WASTE
COLLECTION, PROCESSING, DISPOSAL AND STREET SWEEPING SERVICES
BETWEEN
THE CITY OF VACAVILLE AND RECOLOGY VACAVILLE SOLANO

This Amendment #2 to the Agreement For Solid Waste, Recyclables and Green Waste Collection, Processing, Disposal and Street Sweeping Services Between the City of Vacaville and Recology Vacaville Solano ("Amendment #2"), is made and entered into between the CITY OF VACAVILLE, a municipal corporation (hereafter "City") and RECOLOGY VACAVILLE SOLANO, a California corporation (hereafter "Contractor"), each of which may be referred to individually as a "Party" or together as the "Parties."

RECITALS:

This Amendment #2 is made and entered into on the basis of the following facts, understandings, and intentions of the parties:

WHEREAS: The Parties entered into an Agreement for Solid Waste, Recyclables and Green Waste Collection, Processing, Disposal and Street Sweeping Services on September 27, 2012, and Amendment #1 thereto on April 9, 2020 (such agreement as so amended, the "Agreement"; capitalized terms used but not defined herein shall have the meanings given to them in the Agreement) providing terms and conditions for the provision of solid waste, recyclables, and green waste collection in the City of Vacaville; and

WHEREAS: In September 2016, Senate Bill 1383 was signed into law, establishing methane emissions reduction targets in a statewide effort to reduce emissions of short-lived climate pollutants; and

WHEREAS: Senate Bill 1383 directs the Department of Resources Recycling and Recovery (CalRecycle) to adopt regulations by January 01, 2022 to achieve statewide organic waste disposal goals, which are expected to have a significant impact on municipal jurisdictions, generators, processors, and haulers of organic waste into and beyond 2025; and

WHEREAS: The City has determined for it to be successful in managing the implementation and ongoing management of the requirements of Senate Bill 1383 and the regulations thereunder that it is in the best interest of the City to maintain stability in the City's solid waste, recycling and organics collection programs and Contractor operations; and

WHEREAS: The California Public Resources Code allows the Vacaville City Council to make determinations related to terms and conditions associated with the collection, processing and disposal of solid waste, recyclables and organics; and

WHEREAS: Extending the term of the Agreement for eight (8) years, to June 30, 2030, with the further option of two additional five (5) year extensions, affords the City the necessary stability in its solid waste, recycling and organics programs and Contractor operations; and

WHEREAS: City and Contractor intend to negotiate in good faith a mutually agreed amendment to the Agreement to implement by January 1, 2022 programs required by the Senate Bill 1383 regulations, and to complete such negotiations in time for such amendment to be presented for City Council consideration by May 31, 2021.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions herein contained, City and Contractor do hereby agree as follows:

I. EFFECTIVENESS

This Amendment #2 shall become effective on July 1, 2020.

II. EXTENSION OF TERM / AMENDMENT TO AGREEMENT

- A. ARTICLE 3, "TERM OF AGREEMENT," Section 3.02 "TERM" is hereby amended to read in full as follows:

3.02 TERM

The Term of this Agreement shall begin on the Effective Date and shall end on June 30, 2030, unless earlier terminated, or extended as provided in Article 3.03 Contractor's obligation to collect Solid Waste, Recyclables, Green Waste, and Street Sweeping Materials, and process Recyclables and Green Waste and provide Disposal services, shall begin on the Effective Date and shall continue for the remainder of the Term and any extension thereof.

- B. ARTICLE 3, "TERM OF AGREEMENT," Section 3.03 "EXTENSION OF TERM" is hereby amended to read in full as follows:

3.03 EXTENSION OF TERM

The Term of the Agreement may be extended for up to two additional five (5) year term extensions upon mutual agreement of the Parties.

At any time during or prior to the calendar year 2029, the Parties may meet and confer on the possibility of implementing a five (5) year extension of the Term (July 01, 2030 through June 30, 2035).

If the Term is so extended, then at any time during or prior to the calendar year 2034, the Parties may meet and confer on the possibility of implementing a second five (5) year extension of the Term (July 01, 2035 through June 30, 2040).

C. In ARTICLE 11, "FRANCHISE FEES AND OTHER PAYMENTS TO CITY," Section 11.01, "FRANCHISE FEES", the last row of the table is hereby amended to read in full as follows:

July 1, 2021 and thereafter	14%
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III. MISCELLANEOUS

All terms and conditions of the Agreement shall remain in full force and effect and shall apply equally to this Amendment #2, except as specifically modified by this Amendment #2.

Counterparts and Electronic Signature. As permitted under the U.S. Electronic Signatures in Global and National Commerce (ESIGN) Act of 2000, and the Uniform Electronic Transactions Act (UETA), the parties hereby agree to conduct this transaction by electronic means. This Amendment may be executed through an electronic signature and may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties agree that the electronic signatures appearing on this Amendment are intended by each party using it to have the same force and effect as the use of a manual signature for the purposes of validity, enforceability, and admissibility.

WITNESS THE EXECUTION HEREOF on the day and year last written below.

APPROVED AS TO FORM
Melinda C. H. Stewart, City Attorney



"CITY"
CITY OF VACAVILLE, a municipal corporation

By: _____
Aaron Busch
City Manager

Dated: _____

"CONTRACTOR"
RECOLOGY VACAVILLE SOLANO, a California Corporation

By: Michael J. Sangiacomo
Michael J. Sangiacomo
President & CEO

Dated: 6/22/2020 | 10:56 AM PDT

AGREEMENT FOR CONSULTANT SERVICES
BETWEEN THE CITY OF VACAVILLE AND
HF&H CONSULTANTS, LLC.
FOR
CONSULTING SERVICES

THIS AGREEMENT is made and entered into on the date last written below, by and between the CITY OF VACAVILLE, a municipal corporation (hereinafter "CITY"), and HF&H CONSULTANTS, LLC a Limited Liability Company (hereinafter "CONSULTANT").

RECITALS

The purpose for which this AGREEMENT is made, and all pertinent recitals, are listed on EXHIBIT A, entitled "RECITALS", which is attached hereto and incorporated herein.

THE PARTIES HEREBY AGREE AS FOLLOWS:

SECTION 1. SCOPE OF SERVICES.

CONSULTANT shall perform those services specified in detail in EXHIBIT B, entitled "SCOPE OF SERVICES", which is attached hereto and incorporated herein.

SECTION 2. TERM OF AGREEMENT.

The term of this AGREEMENT shall be from (*check one*):

the date of this AGREEMENT last written below to December 31, 2021 , inclusive, subject to the provisions of SECTION 11 of this AGREEMENT.

to , inclusive, subject to the provisions of SECTION 11 of this AGREEMENT.

SECTION 3. SCHEDULE OF PERFORMANCE.

The services of CONSULTANT are to be completed according to the schedule set out in EXHIBIT C, entitled, "SCHEDULE OF PERFORMANCE", which is attached and incorporated herein. Time is of the essence in this AGREEMENT.

SECTION 4. COMPENSATION.

The compensation to be paid to CONSULTANT, including both payment for professional services and reimbursable expenses, shall not exceed ninety three thousand, four hundred dollars (\$93,400). The rate and

schedule of payment are set out in EXHIBIT D, entitled "COMPENSATION", which is attached hereto and incorporated herein.

SECTION 5. METHOD OF PAYMENT.

Each month, CONSULTANT shall furnish to CITY a statement of the work performed under active WORK ORDERS for compensation during the preceding month. Such statement shall also include a detailed record of the month's actual reimbursable expenditures permitted hereunder.

SECTION 6. INDEPENDENT CONTRACTOR.

It is understood and agreed that CONSULTANT (including CONSULTANT's employees), in the performance of the work and services agreed to be performed by CONSULTANT, shall act as and be an independent contractor and not an agent or employee of CITY; and, as an independent contractor, neither CONSULTANT nor CONSULTANT's employees shall have any rights to retirement benefits or other benefits that accrue to CITY's employees and CONSULTANT hereby expressly waives any claim it or its employees may have to any such benefits or rights.

SECTION 7. ASSIGNABILITY.

The parties agree that the expertise and experience of CONSULTANT are material considerations for this AGREEMENT. CONSULTANT shall not assign or transfer any interest in this AGREEMENT nor the performance of any of CONSULTANT's obligations hereunder, without the prior written consent of CITY, and any attempt by CONSULTANT to so assign or transfer this AGREEMENT or any rights, duties or obligations arising hereunder shall be void and of no effect.

SECTION 8. INDEMNIFICATION AND WAIVER OF SUBROGATION.

A. INDEMNITY.

To the fullest extent allowed by law, CONSULTANT shall indemnify and hold harmless CITY, its officers, officials, employees and volunteers from and against all actions, causes of actions, damages, costs, liabilities, claims, losses, judgments, penalties and expenses of every type and description, including without limitation any fees and/or costs reasonably incurred by CITY's staff attorneys or contract attorneys and any and

all costs, fees and expenses incurred in enforcing this provision (hereafter collectively referred to as “liabilities”), arising out of or in connection with any negligent act or omission, misconduct or other legal fault of CONSULTANT, its officers, employees, subcontractors or agents in connection with the performance or nonperformance of this AGREEMENT, whether or not CITY accepted or approved any service or work product performed or provided by CONSULTANT hereunder, and whether or not such liabilities are litigated, settled or reduced to judgment. In the event that a final decision or judgment allocates liability by determining that any portion of damages awarded is attributable to CITY’s negligence or willful misconduct, CITY shall pay the portion of damages which is allocated to CITY’s negligence or willful misconduct, provided that CITY shall not be liable for any passive negligence of CITY, its officers, officials, employees and volunteers in reviewing, accepting or approving any service or work product performed or provided by CONSULTANT.

B. OBLIGATION TO DEFEND.

CONSULTANT shall, upon CITY’s request, defend with counsel approved by CITY (which approval shall not be unreasonably withheld), at CONSULTANT’s sole cost and expense, any action, claim, suit, cause of action or portion thereof which asserts or alleges liabilities resulting from any allegedly negligent act, omission, misconduct or other legal fault of CONSULTANT, its officers, employees, subcontractors or agents in connection with the performance or nonperformance of this AGREEMENT, whether or not such action, claim, suit, cause of action or portion thereof is well founded or lacking in merit.

C. INSURANCE POLICIES; TERMINATION.

Acceptance of insurance certificates or endorsements required under EXHIBIT E of this AGREEMENT does not relieve CONSULTANT from liability under this SECTION 8 and shall apply to all damages and claims of every kind suffered, or alleged to have been suffered, by reason of CONSULTANT’s negligence, misconduct, recklessness, willful misconduct, or other legal fault regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages. The provisions of this SECTION 8 shall survive the expiration or any termination of this AGREEMENT.

SECTION 9. INSURANCE REQUIREMENTS.

CONSULTANT agrees to have and maintain the policies of insurance set forth in EXHIBIT E, entitled "INSURANCE", which is attached hereto and incorporated herein. All policies, endorsements, certificates

and/or binders shall be subject to approval by CITY's Risk Management as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by CITY's Risk Management. CONSULTANT agrees to provide CITY project manager with a copy of said policies, endorsements, certificates and/or binders before work commences under this AGREEMENT. The policies shall include a waiver of subrogation endorsement by which CONSULTANT's insurer agrees to waive all rights of subrogation against CITY, its officers, officials, employees and volunteers for losses arising from work performed by CONSULTANT for CITY.

SECTION 10. NONDISCRIMINATION.

CONSULTANT shall not discriminate in any way against any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age or sexual orientation in connection with or related to the performance of this AGREEMENT.

SECTION 11. TERMINATION.

A. CITY shall have the right to terminate this AGREEMENT, without cause, by giving not less than seven (7) days' written notice of termination.

B. If CONSULTANT fails to perform any of its material obligations under this AGREEMENT, in addition to all other remedies provided by law, CITY may terminate this AGREEMENT immediately upon written notice.

C. In accordance with Article XVI, Section 18 of the California Constitution, if in any fiscal year subsequent to the execution of this AGREEMENT, CITY fails to appropriate money for the purpose of funding this AGREEMENT, this AGREEMENT shall terminate, without penalty, effective upon the close of business on the last day of the fiscal year for which funding has been appropriated.

D. CITY's Director of Public Works or his/her authorized designee is empowered to terminate this AGREEMENT on behalf of CITY.

E. In the event of termination, CONSULTANT shall deliver to CITY copies of all reports, documents, and other work performed by CONSULTANT under this AGREEMENT and, upon receipt thereof, CITY shall pay CONSULTANT for the reasonable value of services performed to the date of termination.

SECTION 12. GOVERNING LAW.

CITY and CONSULTANT agree that the law governing this AGREEMENT shall be that of the State of California.

SECTION 13. COMPLIANCE WITH LAWS.

CONSULTANT shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments.

SECTION 14. CONFIDENTIAL INFORMATION.

All data, documents, discussions, or other information developed or received by or for CONSULTANT in the performance of this AGREEMENT are confidential and not to be disclosed to any person except with the prior written permission of CITY, or as required by law.

SECTION 15. OWNERSHIP OF MATERIALS.

All reports, documents or other materials developed or discovered by CONSULTANT or any other person engaged directly or indirectly by CONSULTANT to perform the services required hereunder shall be and remain the property of CITY without restriction or limitation upon their use by CITY.

SECTION 16. WAIVER.

CONSULTANT agrees that waiver by CITY of any breach or violation of any term or condition of this AGREEMENT shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition. The acceptance by CITY of the performance of any work or services by CONSULTANT shall not be deemed to be a waiver of any term or condition of this AGREEMENT.

SECTION 17. CONSULTANT'S BOOKS AND RECORDS.

A. CONSULTANT shall maintain any and all ledgers, books of account, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to CITY for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to CONSULTANT pursuant to this AGREEMENT.

B. CONSULTANT shall maintain all documents and records which demonstrate performance under this AGREEMENT for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this AGREEMENT.

C. Any records or documents required to be maintained pursuant to this AGREEMENT shall be made available for inspection or audit at any time during regular business hours upon written request by CITY's City Attorney, City Manager, or a designated representative of either of these officers. Copies of such documents shall be provided to CITY for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at CONSULTANT's address indicated for receipt of notices in this AGREEMENT.

D. Where CITY has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of CONSULTANT's business, CITY may, by written request by any of the above-named officers, require that custody of such records and documents be given to CITY and that such records and documents shall be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by CONSULTANT, CONSULTANT's representatives, or CONSULTANT's successor-in-interest during regular business hours.

SECTION 18. CONFLICT OF INTEREST.

CONSULTANT shall avoid all conflict of interest or appearance of conflict of interest in the performance of this AGREEMENT.

SECTION 19. SPECIAL PROVISIONS.

Special provisions, if any, to this AGREEMENT are specified in EXHIBIT F, entitled, "SPECIAL PROVISIONS", which is attached hereto and incorporated herein.

SECTION 20. NOTICES.

All notices and other communications required or permitted to be given under this AGREEMENT shall be in writing and shall be personally served or mailed, postage prepaid and addressed to the respective parties as follows:

TO CITY: City of Vacaville
Public Works Department
1001 Allison Drive
Vacaville, CA 95687
ATTENTION: Brian McLean

TO CONSULTANT: HF&H Consultants, LLC
201 N. Civic Drive, Suite 230
Walnut Creek, CA 94596
ATTENTION: Rob Hilton

Notice shall be deemed effective on the date personally delivered or, if mailed, three (3) days after deposit in the mail.

SECTION 21. CLAIMS AGAINST THE CITY.

In the event any claim or cause of action is brought against the CITY by CONTRACTOR, its officers, employees, subconsultants, subcontractors, or agents in connection with the performance or nonperformance or arising out of or in any way connected to this AGREEMENT or the duties and obligations contemplated herein, CONTRACTOR, its officers, employees, subconsultants, subcontractors, or agents must comply with Vacaville Municipal Code (VMC) Chapter 1.10, as may be amended from time to time. Any claims arising out of or in any way connected to this AGREEMENT, the performance or non-performance hereof, or the duties and obligations contemplated herein must be presented in writing to the CITY no later than six (6) months after the accrual of the cause of action and such claims shall be governed by the provisions of VMC Chapter 1.10, as may be amended from time to time. No lawsuit, complaint, or cause of action arising out of or in any way connected with the AGREEMENT, the performance or non-performance hereof, or the duties and obligations contemplated herein may be brought against the CITY, or any officer, employee, board, commission, or authority of the CITY, until a written claim has been presented to the CITY Council (by and through the CITY Clerk) and has been acted upon or has been deemed to have been rejected by the CITY.

SECTION 22. VENUE.

In the event that suit shall be brought by either party to this AGREEMENT, the parties agree that venue shall be exclusively vested in the state courts of the County of Solano or, where otherwise appropriate, exclusively in the United States District Court, Eastern District of California, Sacramento, California.

SECTION 23. INTERPRETATION.

Each party has reviewed this AGREEMENT and any question of doubtful interpretation shall not be resolved by any rule or interpretation providing for interpretation against the drafting party. This AGREEMENT shall be construed as if both parties drafted it. The captions and headings contained herein are for convenience only and shall not affect the meaning or interpretation of this AGREEMENT.

SECTION 24. SIGNATOR'S WARRANTY.

Each party warrants to each other party that he or she is fully authorized and competent to enter into this AGREEMENT in the capacity indicated by his or her signature and agrees to be bound by this AGREEMENT.

SECTION 25. ELECTRONIC SIGNATURES AND COUNTERPARTS.

As permitted under the U.S. Electronic Signatures in Global and National Commerce (ESIGN) Act of 2000, and the Uniform Electronic Transactions Act (UETA), the parties hereby agree to conduct this transaction by electronic means. This agreement may be executed through an electronic signature and may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties agree that the electronic signatures appearing on this agreement are intended by each party using it to have the same force and effect as the use of a manual signature for the purposes of validity, enforceability, and admissibility.

SECTION 25. PRIOR AGREEMENTS AND AMENDMENTS.

This AGREEMENT, including all Exhibits attached hereto, represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This AGREEMENT may only be modified by a written amendment duly executed by the parties to this AGREEMENT.

WITNESS THE EXECUTION HEREOF on the day and year last written below.

APPROVED AS TO FORM:

"CITY"

Melinda C.H. Stewart, City Attorney

CITY OF VACAVILLE, a municipal corporation

By: *Andria Borba*
Andria Borba, Assistant City Attorney

By: _____
Shawn L. Cunningham
Director of Public Works

Dated: _____

"CONSULTANT"

HF&H CONSULTANTS, LLC, a California corporation

By: *Rob Hilton*
Rob Hilton
President

Dated: 05/27/2020

EXHIBIT A: RECITALS

WHEREAS, CITY desires to obtain contract services of HF&H CONSULTANTS, LLC to provide consulting services related to a proposed amendment to the agreement with the CITY's franchised hauler (hereinafter "Recology"); and

WHEREAS, HF&H CONSULTANTS, LLC has the necessary professional expertise and skill to perform such services.

NOW, THEREFORE, the purpose of this AGREEMENT is to retain HF&H CONSULTANTS, LLC as CONSULTANT to CITY to perform those services specified in WORK ORDERS to this AGREEMENT.

EXHIBIT B: SCOPE OF SERVICES AND LIMITATIONS

CONSULTANT will provide the following services as detailed in CONSULTANT's Proposal to Update SB1383 Technical Memorandums and Conduct Franchise Negotiations with Recology Vacaville, Solano, Inc dated May 14, 2020 to the CITY:

Task 1: Initiate Project

HF&H will review all relevant materials related to this matter including, but not necessarily limited to: the most recent draft SB 1383 regulations (January 2020); the prior SB 1383 planning documents that HF&H prepared; and, the RSV franchise agreement (Agreement, Amendment #1, and Amendment #2). The purpose of this review will be to identify: key elements of the SB 1383 planning documents that will need to be updated to reflect the revised/final SB 1383 regulations; and, provisions of franchise agreement that will need to be amended to address SB 1383. Once all documents are reviewed, HF&H will facilitate a conference call or meeting with key City staff to discuss the City's objectives and agree on an approach to completing the SB 1383 planning documents and the RVS franchise amendment negotiations. During this project initiation meeting, we will work with the City to develop a timeline for each task, taking into account CalRecycle's anticipated timeline for release of the final regulations later this year.

| Deliverables: Meeting agenda and meeting minutes.

Task 2: Update SB 1383 Technical Memo and Recommended Franchise Revisions Memo

On June 7, 2019, HF&H provided the City with an SB 1383 Technical Memo and Recommended Franchise Revisions Memo ("Franchise Memo"). HF&H will review both of these memos and amend them to reflect changes in SB 1383 regulations. For the Technical Memo, we anticipate addressing the following:

- Amending the "Implementation Priorities" section if needed to reflect the revised/final SB 1383 regulations alter those priorities;
- Updating, as needed, descriptions of the SB 1383 regulatory requirements in the "Achieving Compliance" section to reflect the revised/final SB 1383 regulations;
- Modifying the City's compliance status in the "Achieving Compliance" section if the City's compliance status is different under the revised/final SB 1383 regulations; and,
- Revising the estimated City costs, staffing, and monthly rate impact to reflect changes in the SB 1383 regulations, which we anticipate will necessitate minimal revisions to the estimates developed in 2019.

The June 7, 2019 Franchise Memo included a tabular listing of the key provisions of the Agreement that were recommended to be revised to support the City's compliance with SB 1393's organics program requirements. The recommendations focused on changes related to the following: collection, edible food recovery, organic waste product procurement, generator enforcement and penalties, education and outreach, and record keeping and reporting. HF&H will review the June 7, 2019 set of recommendations and amend them as needed to reflect changes in the draft SB 1383 regulations.

Deliverables: Revised Technical Memo and revised Franchise Memo, provided in redline and clean versions.

Task 3: Draft RVS Amendment and Cost Forms

HF&H proposes that the RVS negotiations process begins with HF&H and the City developing a draft Amendment #3 for presentation to RVS along with a request for RVS to submit a cost proposal for the SB 1383 and Leisure Town service changes. HF&H will prepare a first draft of Amendment #3. The focus of Amendment #3 will be limited to: (i) SB 1383 items presented in the June 2019 Franchise Memo, which will be updated under Task 2; and, (ii) Leisure Town service adjustments. In addition to drafting Amendment #3, HF&H will prepare a set of cost proposal forms to guide RVS in its submittal of a cost proposal for the SB 1383 and Leisure Town service changes. These cost forms will ensure sufficient level of detail is provided by RVS in a manner that supports HF&H's evaluation of RVS' cost proposal. The cost proposal forms are expected to reflect a single service scenario, and will not require a more complex series of cost proposal options. These drafts will be provided to the City for review.

Deliverables: Draft Amendment #3; draft cost proposal forms.

Task 4: Meet with City Staff to Receive Feedback

To streamline the timeline and review and comment process, the City will engage its key staff, including its attorney and senior leadership, in reviewing the first draft of materials. The City plans to provide a redline version of Amendment #3 and comments on the cost proposal form. HF&H then anticipates meeting with City staff to discuss their feedback on the draft Amendment #3 and the cost proposal forms and respond to questions. During this meeting, HF&H will discuss various contracting options with the City. The outcome of the meeting is expected to be agreement on changes to the Amendment #3 and cost forms.

Deliverables: Summary meeting notes.

Task 5: Prepare Final Draft Amendment and Cost Forms

HF&H will revise Amendment #3 to incorporate agreed-upon changes resulting from the discussion with the City during Task 4 and City's redline comments. We will provide the City with an opportunity to review the revised draft Amendment #3 and provide redline changes and comments. We will address the City's redline changes/comments and produce a final draft Amendment #3 and cost forms for presentation to RVS.

Deliverables: Second draft Amendment #3 and cost forms; third (final) draft Amendment #3 and cost forms.

Task 6: Meet with RVS to Present Amendment and Cost Forms

HF&H and the City will meet with RVS to initiate the negotiations process. This meeting will involve presentation of the draft Amendment #3 and the cost proposal forms. We will discuss the Amendment, cost proposal process, and respond to RVS questions.

Deliverables: Meeting agenda; meeting summary notes.

Task 7: Respond to RVS questions during Proposal Period

After the negotiations process is initiated under Task 6, RVS will review the draft Amendment #3 and prepare their redline changes and comments. RVS will also develop its cost proposal for service changes. During this period, HF&H will respond to RVS' questions via email and over the phone.

| Deliverables: Email correspondence.

Task 8: Evaluate RVS Proposal

Upon receipt of RVS' comments on the draft Amendment #3 and its cost proposal for SB 1383 services and Leisure Town service adjustments, HF&H will review the materials and evaluate the cost proposal. The cost proposal review will involve an initial check of the mathematical accuracy of the cost information and then an evaluation of the reasonableness of the proposed costs and related operating statistics. To the extent necessary, HF&H will connect with RVS to seek clarification on the cost proposal. HF&H will provide the City with an email or memo summarizing the key negotiation items raised by RVS and our assessment of the cost proposal.

| Deliverables: Email or memo summarizing key negotiation items and cost proposal assessment.

Task 9: Negotiate Amendment with RVS

HF&H will facilitate negotiations of Amendment #3 and the resulting final cost and rate adjustments. We anticipate participating in up to three negotiation meetings with the City and RVS. HF&H will prepare the meeting agendas and list of key negotiating items and provide summary meeting notes (which may be in the form of redlines/comments to the draft Amendment #3). HF&H will focus on updating the business points and program provisions of Amendment #3 during the negotiations period to reflect changes agreed upon by the parties. It is anticipated that we will prepare up to three revisions of Amendment #3 under Task 9, which allows for a revision following each meeting, if warranted.

| Deliverables: Up to three meeting agendas; three meeting summary notes, three revised drafts of Amendment #3.

Task 10: Support City Attorney in Finalizing Amendment following Negotiations

When the negotiations process is completed under Task 9, the City indicated that the draft Amendment #3 will be turned over to the City attorney to craft the final amendment language. At this point, the City attorney will work through the final legal review with RVS's attorney. HF&H will support the City attorney by reviewing and commenting on revised drafts and responding to questions. HF&H estimates reviewing and commenting on a total of two drafts of Amendment #3 prepared by the City attorney.

| Deliverables: Redline comments on up to two revised drafts of Amendment #3.

Task 11: Review and Comment on City Council Staff Report

HF&H anticipates supporting City staff in the process of seeking approval from City Council on the RVS SB 1383 Amendment. HF&H will review and comment on a staff-prepared City Council report.

| Deliverables: Redline comments on a draft staff-prepared City Council staff report.

Task 12: Support Staff in City Council Presentation

HF&H will support City staff by attending one meeting with City Council and being available during that meeting to respond to questions.

| Deliverables: Attendance at one City Council meetings.

Task 13: Prepare Custom Invoices

The City intends to arrange for Recology to provide compensation for all consulting costs. In anticipation of this arrangement, the City is requesting that additional details and descriptions of tasks be provided in HF&H's invoices (which is above and beyond our standard invoicing practices). HF&H will prepare monthly customized invoices to meet the City's request for additional details.

| Deliverables: Monthly, customized invoices.

Limitations

Every consulting engagement is subject to certain limitations and this project is no different. HF&H has proposed this scope and budget based on the following limitations:

- Updates to the SB 1383 Technical Memo and Franchise Memo (Task 2)
 - We have budgeted for the preparation of one updated draft of each memorandum and have not assumed the scope or budget required to prepare additional revisions. In the event that the City requires changes to the work products, HF&H is happy to perform that work, but would need an amendment to the proposed budget to afford that effort.
 - The summaries and cost estimates presented in the SB 1383 Technical Memo and Franchise Memo produced under this scope of work are intended to be high-level work products used to inform early planning. Additional, program-level, operational plans, and costs will need to be prepared during the negotiation and/or implementation of each of the required programs.
- RVS Negotiations and Amendment #3 (Tasks 3 – 12)
 - HF&H will draft the initial Amendment #3 that is presented to RVS to kick-off the negotiations process. Following that, we will prepare three revised drafts of Amendment #3's business points and program provisions during the negotiations process. After three revisions in the negotiations period, HF&H anticipates that the City attorney will take responsibility for finalizing Amendment #3; working with RVS's attorney on legal provisions; assembling the final amendment and any attachments thereto for approval and execution; and conducting CEQA, if required. We've also anticipated that the City attorney will handle all communications with RVS' attorney. HF&H anticipates supporting the City attorney as described in Task 10.

ATTACHMENT 2

- It is difficult to estimate the level of effort associated with negotiations with RVS and the time needed to negotiate and draft an amendment to the RVS Agreement documenting agreed upon SB 1383 changes. Our fee estimate identifies: the number of amendment drafts HF&H will prepare in Tasks 3, 5, and 9; the number of negotiating meetings; and, the number of City-attorney-prepared drafts of Amendment #3 HF&H anticipates reviewing. If the City requests additional effort beyond the level of effort and hours estimated herein and/or expands the scope of the negotiations beyond SB 1383 and Leisure Town provisions, HF&H will request a budget augmentation.
 - Depending on the timeline for this project, the SB 1383 regulations may not be finalized when the SB 1383 memos are updated and the RVS negotiations are conducted. As such, there is some risk that SB 1383 requirements may change in the final adoption of SB 1383 regulations. We will proceed with work on Tasks 2 through 12 of this scope of work once we have agreement from the City on how to address the timing in the context of the SB 1383 regulatory process.
 - We anticipate that the City will be responsible for coordinating necessary and appropriate City staff to participate in the project at the appropriate times. If a failure to do so results in a request for re-work or revisions to reports, HF&H will be happy to do so, but will require additional budget.
-

EXHIBIT C: SCHEDULE OF PERFORMANCE

Work shall commence immediately upon execution of this AGREEMENT and shall be performed in accordance with the schedule set forth below. The time for completion is December 31, 2021.

- | | |
|---|--------------------------------|
| 1) Revised Technical memo and revised Franchise Memo, provided in redline and clean versions. | July 1, 2020 |
| 2) Draft Amendment #3; cost proposal forms; meeting and negotiation follow up memos. | Ongoing thru August 31, 2021 |
| 1) Comments on one draft of staff-prepared materials; attendance at one CITY Council Meeting. | Ongoing thru December 31, 2021 |

EXHIBIT D: COMPENSATION

CITY agrees to compensate CONSULTANT on a time and materials basis for professional services performed in accordance with the terms and conditions of this AGREEMENT and based on CONSULTANT's estimated costs as delineated in Exhibit D-1.

The maximum amount of compensation to be paid to CONSULTANT under this AGREEMENT, including both payment for professional services and reimbursable expenses, shall not exceed ninety three thousand, four hundred dollars (\$93,400). CONSULTANT shall not be entitled to any additional compensation unless CITY, after receiving written notice from CONSULTANT, approves in writing such additional compensation.

EXHIBIT E: INSURANCE

In all instances where CONSULTANT or its representatives will provide consulting services to CITY, it shall be a requirement under this AGREEMENT that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to CITY as Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this AGREEMENT; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named Insured; whichever is greater. No representation is made that the minimum insurance requirements of this agreement are sufficient to cover the obligations of the CONSULTANT under this AGREEMENT.

CONSULTANT shall procure and maintain insurance against claims for injuries to persons, damage to property or economic losses which may arise from or in connection with the performance of the work hereunder and the results of that work by CONSULTANT, its agents, representatives, employees or subcontractors.

CONSULTANT agrees that in the event of loss due to any of the perils for which it has agreed to provide Commercial General and Auto Liability insurance, CONSULTANT shall look solely to its insurance for recovery. CONSULTANT hereby grants to CITY, on behalf of any insurer providing Commercial General and Automobile Liability insurance to either CONSULTANT or CITY with respect to the services of CONSULTANT herein, a waiver of any right to subrogation, which any such insurer of said CONSULTANT may acquire against CITY by virtue of the payment of any loss under such insurance.

Original signed certificates and separate policy endorsements naming the City of Vacaville as Additional Insured for general liability, and a waiver of subrogation for Workers' Compensation shall be received and approved by CITY before any work may begin. However, failure to do so shall not operate as waiver of these insurance requirements.

Minimum Scope of Insurance – the following forms shall be provided and coverage shall be at least as broad as the following:

1. Insurance Services Office Commercial General Liability coverage (ISO Occurrence Form CG0001).
2. Original and separate Additional Insured Endorsement for General Liability On-Going Operations (ISO Form CG 20 10).
3. Original and separate endorsement for Primary and Non-Contributory insurance coverage (ISO Form CG 20 01).
4. Insurance Services Office Automobile Liability coverage (ISO Form CA 0001, Code 1, Any Auto).
5. Workers' Compensation Insurance as required by the State of California including Employer's Liability coverage.
6. Original and separate Waiver of Subrogation for Workers' Compensation Insurance.
7. Professional Liability or Errors and Omissions Liability Insurance appropriate to CONSULTANT's profession.

Required Coverage	Minimum Limits
General Liability (primary and excess limits combined)	<p>Minimum coverage \$1,000,000 per occurrence and \$2,000,000 aggregate.</p> <p>Includes coverage for bodily injury, personal injury, property damage and products and completed operations. If the policy includes a general aggregate, either the general aggregate shall apply separately to this project, service or location or the minimum required aggregate limit shall be twice the per occurrence limit.</p> <p>Policy shall be endorsed to name the City of Vacaville as Additional Insured per the conditions detailed below.</p>
Automobile Liability	\$1,000,000 per occurrence for bodily injury and property damage.
Workers' Compensation and Employers' Liability	Statutory limits as required by the State of California including \$1,000,000 Employers' Liability per accident, per employee for bodily injury or disease. If CONSULTANT is self-insured, provide a certificate of Permission to Self-Insure, signed by the California Department of Industrial Relations and Self-Insurance.
Professional Liability or Errors and Omissions Liability	Minimum coverage \$1,000,000 per claim and \$1,000,000 aggregate (on a claims made basis).
Required Policy Conditions	
Additional Insured Endorsement - On-Going Operations	<p>Applicable to General Liability.</p> <p>The City of Vacaville, its officers, officials, employees, agents and volunteers are to be named as Additional Insured for all liability arising out of, or in any way caused, in whole or in part, actively or passively, by the named insured in the performance of this AGREEMENT. All coverage available to the named insured shall also be available and applicable to the CITY as Additional Insured.</p> <p><i>Additional Insured On-Going Operations Coverage shall be at least as broad as ISO Form CG 20 10 04 13.</i></p>
Primary and Noncontributory Endorsement	The Additional Insured coverage under the CONSULTANT's policy shall be Primary and Noncontributory and will not seek contribution from the CITY's insurance or self-insurance and shall be at least as broad as ISO Form CG 20 01 04 13.
A. M. Best Rating	A-:VII or better. If the A.M. Best Rating falls below the required rating, CONSULTANT must replace coverage immediately and provide prompt notice to CITY.
Waiver of Subrogation Endorsement	CONSULTANT's insurer will provide a Waiver of Subrogation endorsement in favor of CITY for Workers Compensation coverage during the life of this AGREEMENT.

<p>Deductibles and Self-Insured Retentions</p>	<ol style="list-style-type: none"> 1. All deductibles and self-insured retentions (SIR) greater than \$50,000 must be disclosed to and approved by CITY’s Risk Manager and shall not reduce the limits of liability. 2. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named Insured or the City. 3. At the option of CITY either the insurer shall reduce or eliminate such deductibles or SIR as respects CITY; or CONSULTANT shall procure a financial guarantee in an amount equal to the deductible or SIR retention guaranteeing payment of losses and related investigations, claims administration and defense expenses.
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Umbrella/Excess Liability Policies

The limits of insurance required in this AGREEMENT may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall be at least as broad as specified for the underlying coverages and cover those insured in the underlying policies. Any umbrella or excess insurance shall also apply on a Primary and Noncontributory basis for the benefit of the CITY before the CITY’s own insurance or self-insurance shall be called upon to protect it as a named insured.

Claims-Made Policies

If any insurance policy is written on a claims-made form, the following conditions apply: 1) the retroactive date must be shown and must be before the date of this AGREEMENT, 2) the insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work, and 3) if coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of this AGREEMENT, CONSULTANT must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.

Subcontractors

CONSULTANT shall include the following language in their agreement with subcontractors: “Subcontractor agrees to be bound to the CONSULTANT and the City of Vacaville in the same manner and to the same extent as the CONSULTANT is bound to City of Vacaville under the Contract Documents. Subcontractor further agrees to include the same indemnity and insurance provisions contained in the City Contract Document, to the extent they apply to the scope of the sub-subcontractor’s work. A copy of the CITY Contract Document indemnity and insurance provisions will be furnished to subcontractor upon request.”

CONSULTANT is responsible for verifying subcontractors’ insurance policies and endorsements. CONSULTANT agrees to furnish to CITY upon request proof of insurance coverage for CONSULTANT’s subcontractors.

CONSULTANT agrees to defend and indemnify CITY for any damage resulting from failure of either CONSULTANT or any subcontractor to take out or maintain the required insurance policies. The fact that insurance is obtained by CONSULTANT and/or CONSULTANT’s subcontractors, will not be deemed to release or diminish the liability of CONSULTANT, including, without limitation, liability under the indemnity provisions of this AGREEMENT. Damages recoverable by CITY from CONSULTANT or any third party will not be limited by the amount of the required insurance coverage.

Verification of Coverage

All original certificates and endorsements shall be received and approved by CITY before work may begin. CITY reserves the right to obtain full certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

Original insurance certificates and required policy endorsements shall be mailed, or delivered to CITY's Project Manager. Insurance certificates and endorsements may be emailed or faxed to CITY's Project Manager. However, CONSULTANT must mail the original certificates and endorsements to CITY's Project Manager once emailed or faxed.

CITY's Project Manager

NAME: Brian McLean
 ADDRESS: 1001 Allison Drive
 Vacaville, CA 95687
 EMAIL: Brian.McLean@cityofvacaville.com
 PHONE: (707) 469-6504

Continuous Coverage

CONSULTANT shall maintain the required insurance for a period of at least one hundred and eighty (180) days (except as required under Claims-Made Policies) after final payment has been made by CITY to CONSULTANT pursuant to this AGREEMENT. Should CONSULTANT cease to have insurance as required during this time, all work by CONSULTANT pursuant to this AGREEMENT shall cease until insurance acceptable to CITY is provided. **Maintenance of proper insurance coverage is a material element of this AGREEMENT. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by CITY as a material breach of this AGREEMENT.** In the event that CONSULTANT fails to comply with CITY's insurance requirements, CITY may take such action as it deems necessary to protect CITY's interests. Such action may include but is not limited to termination of this AGREEMENT, withholding of payments, or other actions as CITY deems appropriate.

If services or the scope of work extend beyond the expiration dates of the required insurance policies initially approved by CITY, CONSULTANT must provide updated certificates and endorsements indicating that the required coverage, terms and conditions are still in place. **Renewal certificates and updated endorsements shall be mailed to CITY's Project Manager.**

Consistent with Public Policy

The insuring provisions, insofar as they may be judged to be against public policy shall be void and unenforceable only to the minimum extent necessary so that the remaining terms and provisions herein may be consistent with public policy and thus enforceable.

EXHIBIT F: SPECIAL PROVISIONS

Check one:

- There are no special provisions.
- The special provisions to this AGREEMENT are as follows:

AGREEMENT
for
Solid Waste, Recyclables and Green Waste Collection,
Processing, Disposal and Street Sweeping Services

between

THE CITY OF VACAVILLE, CALIFORNIA

and

RECOLOGY VACAVILLE SOLANO, INC.

September ~~27~~ 2012

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TABLE OF CONTENTS

	Page
ARTICLE 1. DEFINITIONS	2
1.01 Definitions	2
1.02 Interpretation	8
1.03 Severability	9
ARTICLE 2. REPRESENTATION AND WARRANTIES OF CONTRACTOR	10
2.01 Corporate Status	10
2.02 Corporate Authorization	10
2.03 Agreement Duly Executed	10
ARTICLE 3. TERM OF AGREEMENT	10
3.01 Effective Date	10
3.02 Term	10
3.03 Extension of Term	10
3.04 Conditions of Agreement	11
ARTICLE 4. SCOPE OF AGREEMENT	11
4.01 Scope of Agreement	11
4.02 Limitations on Scope	12
ARTICLE 5. SCOPE OF SERVICES	13
5.01 General	13
5.02 Solid Waste Collection	13
5.03 Recyclable Materials Collection	15
5.04 Green Waste Materials Collection	18
5.05 Mixed Construction and Demolition Material Collection and Recycling Services	19
5.06 Collection Service to Lifeline Customers and Leisure Town	20
5.07 Single Family Annual On-Call Residential Clean Up Collection Service	20
5.08 Collection for City Sponsored Community Venues and Events	21
5.09 California Redemption Buy Back Facility	21
5.10 Household Hazardous (HHW) Facility and Universal Waste Collection and Drop-Off Facility	21
5.11 Collection Services for the Vacaville Unified School District (VUSD) and the Travis Unified School District (TUSD)	22
5.12 Free Dump Pass	22
ARTICLE 6. STREET SWEEPING SERVICES	22
ARTICLE 7. RECYCLABLES AND GREEN WASTE PROCESSING AND SOLID WASTE DISPOSAL SERVICES	24
7.01 Process City Recyclable Materials at a Recycling Facility	24

ATTACHMENT 3

7.02	Transport and Deliver City Green Waste Materials to an Organics Recycling and Compost Facility	24
7.03	Process City Green Waste Materials at an Organics Recycling and Compost Facility ...	24
7.04	Disposal of Solid Waste Collected in the City	25
ARTICLE 8.	OTHER COLLECTION RELATED SERVICES	25
8.01	Customer Billing	25
8.02	Customer Service	27
8.03	Public Education And Outreach	29
8.04	Emergency Services	32
ARTICLE 9.	OPERATIONS, EQUIPMENT, AND PERSONNEL	32
9.01	Collection Hours and Schedules	32
9.02	Collection Standards	32
9.03	Vehicles	34
9.04	Containers	35
9.05	Personnel	36
9.06	Hazardous Waste Inspection and Handling	37
9.07	Communication and Cooperation with City	38
ARTICLE 10.	RECORD KEEPING AND REPORTING	38
10.01	General Record Keeping Provisions	38
10.02	Monthly Reports	39
10.03	Quarterly Reports	39
10.04	Annual Reports	40
ARTICLE 11.	FRANCHISE FEES AND OTHER PAYMENTS TO CITY	40
11.01	Franchise Fees	40
11.02	Advance Payment of Franchise Fees.	42
11.03	Other Payments to City	42
ARTICLE 12.	CONTRACTOR'S RATES	42
12.01	Adjustment Of Rates	42
12.02	Notice of Adjusted Rates	43
ARTICLE 13.	INDEMNITY, INSURANCE, BOND, GUARANTY	43
13.01	Indemnification	43
13.02	Insurance	45
13.03	Performance Bond	48
13.04	IMPACT OF INSURANCE	48
ARTICLE 14.	DEFAULT AND REMEDIES	48
14.01	Events of Default	48
14.02	Right to Terminate Upon Default	49

14.03	Specific Performance	49
14.04	Damages	49
14.05	City's Remedies Cumulative.....	50
14.06	City Default.....	50
14.07	Excuse from performance	50
14.08	Criminal Activity Of Contractor	51
ARTICLE 15. OTHER AGREEMENTS OF THE PARTIES.....		52
15.01	Relationship of Parties	52
15.02	Compliance with Law	52
15.03	Assignment.....	52
15.04	Subcontracting.....	54
15.05	Contractor's Investigation.....	54
15.06	Notice	54
15.07	Representatives of the Parties.	54
15.08	Duty of Contractor Not to Discriminate.....	55
15.09	Right of City to Make Changes.....	55
15.10	Reports as Public Records.....	55
ARTICLE 16. MISCELLANEOUS PROVISIONS		56
16.01	Governing Law.....	56
16.02	Jurisdiction	56
16.03	Binding on Successors	56
16.04	Parties in Interest.....	56
16.05	Waiver.....	56
16.06	Interpretation	56
16.07	Amendment.....	57
16.08	Costs and Attorneys' Fees.....	57
16.09	No Damages for Invalidation of Agreement.....	57
16.10	References to Laws and Regulations	57
16.11	Article Headings.....	57
16.12	Appendices.....	57
16.13	Entire Agreement	57
APPENDICES		
A	Service Locations and Level of Services for City Facilities	
B	Street Sweeping Schedule	
C	List of Acceptable Household Hazardous Waste Materials	
D	Schedule of Rates	
E	Illustration of Base Amount and Franchise Fee Calculation	

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**AGREEMENT
BETWEEN
THE CITY OF VACAVILLE AND RECOLOGY VACAVILLE SOLANO
FOR
SOLID WASTE, RECYCLABLES AND GREEN WASTE
COLLECTION, PROCESSING, DISPOSAL AND STREET SWEEPING SERVICES**

THIS AGREEMENT FOR SOLID WASTE, RECYCLABLES AND GREEN WASTE COLLECTION, PROCESSING, DISPOSAL AND STREET SWEEPING SERVICES is made and entered on this 27th day of September, 2012, by and between the CITY OF VACAVILLE, a municipal corporation (hereafter "City"), and RECOLOGY VACAVILLE SOLANO, a California corporation (hereafter "Contractor").

RECITALS:

This Agreement is entered into on the basis of the following facts, understandings, and intention of the parties:

WHEREAS: The City Council of the City of Vacaville desires to ensure that all residents and commercial businesses of the City be provided with the highest quality of solid waste, recycling, and green waste material collection processing and disposal, and street sweeping services from a thorough, competent, and qualified company; and

WHEREAS: California Public Resources Code Section 40059 permits the City to enter into an exclusive agreement for solid waste handling, imposing terms and conditions on a provider of such services, if, in the opinion of the governing body, the public health, safety, and well-being require the imposition of those terms and conditions through an exclusive agreement; and

WHEREAS: The Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 ("AB 939") requires cities and other local jurisdictions to implement source reduction, reuse, and recycling as integrated waste management practices; and

WHEREAS: AB 939 authorizes and requires local agencies to make adequate provisions for solid waste handling within their jurisdictions; and

WHEREAS: AB341 authorizes and requires local agencies to implement a mandatory commercial recycling program; and

WHEREAS: Chapter 8.08 of the Vacaville Municipal Code requires, among other things, that a collector or transporter of solid waste, recyclables, and green waste be properly authorized to do so by the City of Vacaville; and

WHEREAS: The City has determined that it is best able to protect the public health and safety of the residents of the City by entering into an agreement for the Collection, processing, and Disposal of Solid Waste, Recyclables, and Green Waste and Street Sweeping Services subject to certain terms and conditions; and

WHEREAS: Contractor has represented and warranted to City that it has the experience, responsibility, qualifications, and ability to implement safe Solid Waste, Recyclables, and Green Waste Collection, processing and Disposal and Street Sweeping services and to arrange with residents and businesses and other entities in the City for the safe Collection, processing and Disposal of all materials in compliance with Applicable Law and the provisions of this Agreement; and

WHEREAS: The City Council of the City of Vacaville determines and finds that, based on Contractor's qualifications, past performance, financial strength as well as cost to the City, as described in the Agreement, it is in the best interest of the City of Vacaville and that the public health, safety and well-being require, the granting of an exclusive franchise to Contractor based on the terms and conditions contained in this Agreement.

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions herein contained, City and Contractor do hereby agree to as follows:

ARTICLE 1. DEFINITIONS

1.01 DEFINITIONS

Whenever any term used in this Agreement has been defined by Section 8.08 of Chapter 8 of the Vacaville Municipal Code, the definitions in Chapter 8 shall apply unless the term is otherwise defined in this Agreement. Whenever any term used in this Agreement has been defined by Division 30, Part 1, Chapter 2 of the California Public Resources Code, the definitions in Division 30, Part 1, Chapter 2 shall apply unless the term is otherwise defined in this Agreement. In addition, the following definitions are hereby incorporated into this Agreement.

- 1.01.1 AB 341** "AB 341" means the California Assembly Bill 341 pertaining to Solid Waste Diversion, including, but not limited to, mandatory commercial recycling, as enacted into law in October 2011, and the regulations thereunder, each as amended, supplemented, superseded, and replaced from time to time.
- 1.01.2 AB 939** "AB 939" means the California Integrated Waste Management Act of 1989 (Division 30, California Public Resources Code), as amended, supplemented, superseded, and replaced from time to time.
- 1.01.3 Acceptable Materials** "Acceptable Materials" means those Recyclable Materials which are specified and mutually agreed to by Contractor and City to be included in the Source Separated or Single Stream Program. As of the Effective Date, the list of Acceptable Materials is set forth in Article 5.03.
- 1.01.4 Agreement** "Agreement" means this contract between the City and Contractor for the provision of the Collection Services as specified herein, including all Appendixes and future amendments.
- 1.01.5 Applicable Law** "Applicable Law" means all applicable laws, statutes, regulations, rules, ordinances, orders, judgments, decrees, permits, approvals, or other requirement(s) of any governmental body having jurisdiction over the collection, processing, and disposal of Solid Waste, Recyclable Materials, and Green Waste that are in force on or promulgated or enacted after the Signature Date as they may be enacted, issued or amended during the Term of this Agreement.
- 1.01.6 Backyard Collection Service** "Backyard Collection Service" means collection service offered at a separate subscription rate to residential premise customers who are deemed disabled and unable to physically move the cart container(s) (which may include one grey Solid Waste cart, one green, Green Waste cart, and or one blue Recycling cart) as verified by written declaration by a medical physician.

- 1.01.7 Base Amount** "Base Amount" means Sixteen Million One Hundred Eighty Five Thousand Dollars and Zero Cents (\$16,185,000) as of July 1, 2012, which amount shall adjust as provided in Article 11.01.
- 1.01.8 Bin** "Bin" means a Container for Solid Waste, Recyclable Materials, or Green Waste, provided by the Contractor unless owned by the Customer, having a capacity from one (1) to six (6) cubic yards that has wheels, a handle for ease of movement and an attached lid, and is designed to be dumped mechanically into a front loading Collection vehicle.
- 1.01.9 Bin Service** "Bin Service" means the provision of Collection Services using Bins.
- 1.01.10 Bulky Items** "Bulky Items" means all discarded household waste matter that is too large to be placed in a Cart, including, but not limited to, large household appliances, including, but not limited to, appliances containing chlorofluorocarbons (CFCs), furniture, tires, carpets, mattresses, and similar large items that require special handling due to their size.
- 1.01.11 Business Days** "Business Days" means Monday through Friday.
- 1.01.12 Business Districts** "Business Districts" means the areas bounded by Monte Vista Avenue on the north, Davis Street on the east, Mason Street on the south and Cernon Street on the west, including the entire width of above said streets, but excluding Main Street and East Main Street.
- 1.01.13 CalRecycle** "CalRecycle" means the California Department of Resource Recycling and Recovery, formerly known as California Integrated Waste Management Board.
- 1.01.14 Cart** "Cart" means a wheeled Container of approximately ninety-six (96) gallon capacity or less provided by Contractor to Customers for Collection of Solid Waste, Recyclables, and Green Waste.
- 1.01.15 CERCLA** "CERCLA" means the Comprehensive Environmental Responsibility Compensation and Liability Act, 42 U.S.C.A. Section 9601 *et seq.* as amended or superseded, and the regulations promulgated thereunder.
- 1.01.16 Change in Law** "Change in Law" means the following events or conditions:
1. Enactment, adoption, promulgation, issuance, modification, or written change in administrative or judicial interpretation of any Applicable Law on or after the Signature Date; or,
 2. Order or judgment of any governmental body, on or after the Signature Date, to the extent such order or judgment is not the result of willful or negligent action, error or omission or lack of reasonable diligence of City or of Contractor, whichever is asserting the occurrence of a Change in Law; provided, however, that the contesting in good faith or the failure in good faith to contest any such order or judgment shall not constitute or be construed as such a willful or negligent action, error, or omission, or lack of reasonable diligence.
- 1.01.17 City** "City" means the City of Vacaville, a municipal corporation when referring to the City as an entity. When referring to the City as a geographical location, "City" or "inside City" means the incorporated area comprising the City of Vacaville, California, as its boundaries exist now or in the future.

- 1.01.18 City Council** "City Council" means the legislative body of the City of Vacaville.
- 1.01.19 City Facilities** "City Facilities" means those City facilities at the locations set forth in Appendix A.
- 1.01.20 City Holidays** "City Holidays" means the City holidays designated by the City Council which include New Year's Day, Martin Luther King, Jr. Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve - commencing at 12:00 noon, Christmas Day, New Year's Eve - commencing at 12:00 noon. The City Council may add or delete holidays as official City Holidays from time to time and such additions or deletions shall comprise the official City Holidays for purposes of this Agreement.
- 1.01.21 City Representative** "City Representative" means the City Manager, or his/her designee authorized by written notice to Contractor to enforce the terms of this Agreement.
- 1.01.22 Collection** "Collection," "Collect," "Collected," "Collecting" means Collection by Contractor of Solid Waste, Recyclable Materials, Green Waste, or other material specified in this Agreement and its transportation to a Recycling, Disposal or processing Facility.
- 1.01.23 Collection Materials** "Collection Materials" means all Solid Waste, Recyclables, and Green Waste generated in the City incorporated boundaries and included within this Agreement.
- 1.01.24 Collection Services** "Collection Services" means all of the rights, duties and obligations of Contractor as specified in this Agreement, and associated with this Agreement.
- 1.01.25 Collection Services Area** "Collection Services Area" means the territory identified within City incorporated area, and as such territory may change from time to time due to annexations or other means.
- 1.01.26 Commercial Premises** means and includes all premises except Residential Premises. This term specifically excludes any and all facilities operated by or for the benefit of County, Special Districts, School Districts, State (including the California Medical Facility and California State Prison, Solano) Federal, and other governmental entities within the City which by law are not subject to municipal regulation. All structures on the same legal parcel which are owned by the same person shall be considered as one "Commercial Premises."
- 1.01.27 Compactor, Compactors, Compactor Service** "Compactor", "Compactors", "Compactor Service" means any Container incorporating a built in mechanism to reduce waste volume by crushing action or other compacting method.
- 1.01.28 Construction and Demolition Debris, C&D** "Construction and Demolition Debris" and "C&D" means building materials and Solid Waste from construction, deconstruction, remodeling, repair, cleanup, or demolition operations that are not Hazardous Waste. C & D includes, but is not limited to: asphalt, concrete, cement, brick, lumber, wallboard, roofing material, ceramic tile, plastic pipe, and associated packaging.
- 1.01.29 Consumer Price Index, CPI** "Consumer Price Index" or "CPI" means the Consumer Price Index for San Francisco-Oakland-San Jose, CA, All Urban Consumers, Series Id: CUURA422SA0, as published bi-monthly by the United States Department of Labor, Bureau of Labor Statistics, or any successor index.

- 1.01.30 Containers** "Containers" means Carts, Bins, Compactors and Debris Boxes used to provide Solid Waste, Recyclables or Green Waste Services.
- 1.01.31 Contractor** "Contractor" means Recology Vacaville Solano, a California corporation.
- 1.01.32 Customer** "Customer" means the person or entities receiving Collection, Recycling, processing, Street Sweeping and Disposal Services.
- 1.01.33 Debris Box** "Debris Box" means an open-top Container with a capacity of twenty (20) to forty-five (45) cubic yards that is serviced using a roll-off truck.
- 1.01.34 Designated Facilities** "Designated Facilities" means the Designated Disposal Facility, the Designated Recycling Facility, and the Designated Green Waste and Food Waste Compost Processing Facility.
- 1.01.35 Designated Disposal Facility** "Designated Disposal Facility" means the Recology Hay Road Landfill, located at 6426 Hay Road, Vacaville, CA, which facility has been approved by the City, to which the Contractor will transport and dispose of all Solid Waste Collected under this Agreement.
- 1.01.36 Designated Green Waste and Food Waste Compost Processing Facility** "Designated Green Waste and Food Waste Compost Processing Facility" means Recology's compost facility known as Jepson Prairie Organics, located at 6426 Hay Road, Vacaville, CA 95687, which facility has been approved by the City, to which the Contractor will transport all Green Waste and Food Waste for handling, processing, and preparing for marketing.
- 1.01.37 Designated Recycling Facility** "Designated Recycling Facility" means the Recology Vallejo Recycling Facility, located at 2021 Broadway Street, Vallejo, CA, which facility has been approved by the City, to which the Contractor will transport all Recyclable Materials for handling, processing, and preparing for marketing.
- 1.01.38 Director of Public Works; Public Works Director** "Director of Public Works" and "Public Works Director" mean the Director of Public Works of the City of Vacaville or his or her authorized designee.
- 1.01.39 Disposal** "Disposal," "Disposing," "Dispose," or "Disposed" means the final disposition of Solid Waste Collected by Contractor.
- 1.01.40 Diversion, Divert** "Diversion," "Divert" means the tonnage or percentage of Collection Materials that are not Disposed or that is calculated in accordance with AB 939 and AB 341.
- 1.01.41 Effective Date** "Effective Date" means the start date of the Agreement.
- 1.01.42 Electronic Waste (E-Waste)** "Electronic Waste" means all computers, entertainment device electronics, mobile phones, mp3 players, electronic notebooks, e-readers, navigation devices, and other similar items such as television sets.
- 1.01.43 Extension** "Extension" means any of the Extension of this Agreement that may be provided or approved by the City.

- 1.01.44 Food Waste** "Food Waste" means all source-separated organic material originally acquired for animal or human consumption including but not limited to: vegetable waste, fruit waste, grain waste, dairy waste, meat waste, and fish waste.
- 1.01.45 Franchise Fee** "Franchise Fee" means the fee payable by Contractor to the City in consideration for the grant of the exclusive rights provided for in this Agreement.
- 1.01.46 Generator** "Generator" means and includes any Person that generates Solid Waste, Green Waste and/or Recyclables
- 1.01.47 Green Waste** "Green Waste" means organic and biodegradable materials such as leaves, grass, weeds, and wood materials from trees and shrubs, excluding painted or treated wood, and provided that larger items such as tree stumps and dead trees are Bulky Items.
- 1.01.48 Hazardous Waste** "Hazardous Waste" means any material, substance or waste that is defined as a "hazardous material," "hazardous substance," "hazardous waste," "toxic substance," "toxic waste," or words of similar import in any federal or California environmental law, rule or regulation, including Section 66261.3 of Division 4.5 of Title 22 of the California Code of Regulations, and the Resource Conservation and Recovery Act.
- 1.01.49 Household Hazardous Waste, HHW,** "Household Hazardous Waste" or "HHW" means Household Hazardous Waste as defined in the California Code of Regulations, title 14, section 18502, and any successor law and regulations as amended from time to time.
- 1.01.50 Household Hazardous Waste Facility** "Household Hazardous Waste Facility" means a facility which holds all required permits and approvals for acceptance of Household Hazardous Waste, and which disposes of or processes Household Hazardous Waste in accordance with Applicable Law.
- 1.01.51 Leisure Town** "Leisure Town" means that portion of the Leisure Town retirement community bounded by Nut Tree Road, Yellowstone Drive and Bryce Way in Vacaville.
- 1.01.52 Lifeline Service** "Lifeline Service" means service to Single Family Residential Customers who are sixty-two (62) years or older or who are deemed disabled and unable to physically move the cart container(s), as verified by written declaration by a medical physician.
- 1.01.53 Major Arterials** "Major Arterials" means those streets which have a curb-to-curb or asphalt width wider than forty-eight (48) feet.
- 1.01.54 Material Types** "Material Types" means, as defined by common industry standards and usage, and includes but is not limited to corrugated cardboard, newspaper, mixed paper, #1 and #2 plastics (polyethylene terephthalate (PETE) and high density polyethylene (HDPE), respectively), #3 - 7 plastics, aluminum, glass (green, amber, flint), ferrous metals, used motor oil and filters.
- 1.01.55 Multi-Family Residential Premises** "Multi-Family Residential Premises or Multi-Family Dwellings" means Residential Premise containing five or more living units, including, but not limited to apartments, and condominiums.
- 1.01.56 Party** "Party" or "Parties" means City or Contractor individually, or City and Contractor.

- 1.01.57 Person** "Person" means and includes an individual, firm, corporation, limited liability company, association, partnership, political subdivision, governmental agency, municipality, industry, public or private corporation, or any other entity whatsoever.
- 1.01.58 Placement** "Placement" means the deposit of source-separated materials by the Generator or user of such materials on a public street or City approved designated area for collection and removal for recycling purposes.
- 1.01.59 Program** "Program" means the Single Stream curbside recycling program herein established.
- 1.01.60 Rates** "Rates" or "Rate" means the maximum amount each Customer may be billed as specified in the Rate schedule (Appendix D).
- 1.01.61 Recyclable Materials, Recyclables** "Recyclable Materials" or "Recyclables" means discarded materials that are intended for Recycling and/or capable of being Recycled. "Recyclable Materials" includes but is not limited to Acceptable Materials.
- 1.01.62 Recycle, Recycled, Recycling** "Recycle, Recycled, Recycling" means the process of collecting, sorting, cleansing, treating and reconstituting materials that would otherwise be disposed of, and returning them to the economy in the form of raw materials for new, reused, repaired, remanufactured, or reconstituted products. The Collection, transportation, or disposal of Solid Waste not intended for, or capable of, reuse is not Recycling.
- 1.01.63 Residential Areas** "Residential Areas" for street sweeping purposes means those streets which are not within Business Districts or defined as Major Arterials.
- 1.01.64 Residential Premises** "Residential Premises" means and includes any premises used or designated for use for residential purposes, irrespective of whether residence therein is transient, temporary, or permanent.
- 1.01.65 Set-out** "Set-out" the placement of Collection Materials from one Single-Unit Residential Dwelling at the curb for collection on any given scheduled collection day.
- 1.01.66 Signature Date** "Signature Date" means the date of approval of this Agreement by City Council.
- 1.01.67 Single Family Residential** "Single Family Residential" those residential premises containing either one, two, three or four living units. A Single-Family Residential Dwelling includes single-unit family dwellings, as well as each part of a duplex, triplex or fourplex in which there is separate or individual Collection service.
- 1.01.68 Single Stream** "Single Stream" the collection of Acceptable Materials commingled in the collection container excluding liquids, oil and filters.
- 1.01.69 Single Stream Recycling** "Single Stream Recycling" means the use of a single Container to collect and commingle two or more material types of Recyclables.
- 1.01.70 Solid Waste** "Solid Waste" means all discarded putrescible and non-putrescible solid, semi-solid and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, Recyclable Materials, Green Waste, Food Waste, Construction and Demolition Debris, discarded home and industrial appliances, manure, vegetable or animal solid and semi-solid

wastes, and other discarded substances or materials. Solid Waste does not include (1) Hazardous Waste, (2) low-level radioactive waste regulated under California Health and Safety Code Sections 114960, et. seq., (3) untreated medical waste which is regulated pursuant to the Medical Waste Management Act, California Health and Safety Code Sections 117600, et seq., (4) sludge, (5) electronic materials classified as universal waste pursuant to CCR Title 22, Section 66260.201 et. seq., or (6) Recyclable Materials, Green Waste or Food Waste that have been segregated from other waste material by the Generator.

- 1.01.71. Source Separated (materials)** "Source Separated (materials)" means Acceptable Materials which have been separated by the Generator from Solid Waste and Green Waste pursuant to Contractor specification and placed in non-commingled Recycling receptacles provided, including oil and filters.
- 1.01.72. Special Waste** "Special Waste" includes flammable waste; liquid waste transported in a bulk tanker; sewage sludge; pollution control process waste; residue and debris from cleanup of a spill or release of chemical substances, commercial products, or any other Special Wastes; contaminated soil, waste, residue, debris, and articles from the cleanup of a site or facility formerly used for the generation, storage, treatment, Recycling, reclamation, or Disposal of any other Special Wastes; manure, waste water; explosive substances; radioactive substances; abandoned or discarded automobiles, trucks, motorcycles or parts thereof, including tires; fluorescent tubes; and any other materials that under current or future statute or regulation require the application of special treatment, handling, or disposal practices beyond those normally required for Solid Waste.
- 1.01.73. Street Sweeping Services** "Street Sweeping Services" means the mechanical sweeping of publicly owned streets and parking lots within the City.
- 1.01.74. Term** "Term" means the period in years of the Term and any Extension of the Agreement.
- 1.01.75. Universal Waste** "Universal Waste" means any wastes that are listed in Section 66261.9 of Division 4.5 of Title 22 of the California Code of Regulations and including Electronic Wastes such as appliances, devices, and other objects containing electronic components, and includes (but is not limited to) computers, computer monitors, cellular telephones, copiers, fax machines, DVD players, VCR's, televisions, printers, microwaves and toasters.
- 1.01.76. Vacaville** "Vacaville" means the City of Vacaville
- 1.01.77. Waste Characterization** "Waste Characterization" means the separation of materials collected in the curbside recycling Program into Material Types according to the marketing specifications utilized by the Designated Recycling Facility and the measurement of the materials by statistically representative and valid methods to determine the component percentages of each.

1.02 INTERPRETATION

- A. Gender and Plurality.** Words of the masculine gender mean and 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.
- B. Headings, Font.** Any captions or headings following the appendix, section, subsection, paragraph and article numbers and preceding the operative text of this Agreement are for convenience of reference only and do not in any way control or affect the scope, intent,

meaning, construction, interpretation or effect of this Agreement. Any underlined, italicized, bold-faced, upper captioned or other font style is for ease of reading administration only and does not in any way imply relative importance or unimportance of any provision of this Agreement.

- C. **"Including"** and **"include"** or variations thereof, when used in this Agreement, means "including, without limitation", "including, but not limited to" and "including, at a minimum".
- D. **"Day"** or **"days"** means calendar day or days unless otherwise specified.
- E. **"Herein," "hereof," "hereunder"** and the like mean "in this Agreement", "of this Agreement", and "under this Agreement", respectively.
- F. **"The date of this Agreement"** means the date this Agreement is made and entered into as provided above in the recitals. The "date of this Agreement" is separate from the "Effective Date" of the Agreement.
- G. **References to Parts.** References to Sections and Articles refer to Sections and Articles of this Agreement, unless specified otherwise. References to Appendices refer to Appendices attached to this Agreement.
- H. **Examples.** Uses of examples are for purpose of illustration only. If the examples and the provisions which they illustrate conflict with each other, the provisions shall govern.
- I. **Exercise of Options.** Each Party's exercise of any approval, disapproval, consent, option, discretion, election, opinion or choice under this Agreement shall be in such Party's reasonable discretion in accordance with Applicable Law, *unless* this Agreement specifically provides that the exercise is in each respective Party's independent, sole, exclusive or absolute discretion, control or judgment, in which event the other Party may not question the reasonableness or unreasonableness of the first Party's actions. Parties shall nevertheless exercise their rights and remedies in good faith in accordance with Applicable Law.
- J. **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.
- K. **Ambiguities, Inconsistencies, and Conflicts.** If any provisions contained in any Appendices to this Agreement are inconsistent with or conflict with the provisions contained in the body of this Agreement, the provisions in the body of this Agreement shall govern.

1.03 SEVERABILITY

If any material clause, sentence, provision, subsection, Section or Article of this Agreement or Appendix to this Agreement (an "Agreement Provision") is ruled invalid, unenforceable, void, illegal or unconstitutional by any court of competent jurisdiction, then the Parties shall:

1. promptly meet and negotiate in good faith a substitute for that Agreement Provision which shall, to the greatest extent legally permissible, effectuate the intent of the Parties in this Agreement; and

2. if necessary or desirable to accomplish preceding item (1) above, apply to that ruling court for a judicial construction of the substituted portion of this Agreement; and
3. negotiate those changes in, substitutions or additions to the remaining provisions of this Agreement as may be necessary in addition to and in conjunction with preceding items (1) and (2) above to effect the intent of the Parties in the invalid Agreement Provision.

If any non-material provision of this Agreement is deemed for any reason to be invalid and unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement which shall be enforced as if such invalid or unenforceable provision had not been contained herein.

ARTICLE 2. REPRESENTATION AND WARRANTIES OF CONTRACTOR

Contractor represents and warrants, as of the date of this Agreement, the following:

2.01 CORPORATE STATUS

Contractor is a corporation duly organized, validly existing, and in good standing under the laws of the State of California, and is qualified to do business in the State of California.

2.02 CORPORATE AUTHORIZATION

Contractor has the authority to enter into and perform its obligations under this Agreement. The Contractor has taken all actions required by law or otherwise to authorize the execution of this Agreement.

2.03 AGREEMENT DULY EXECUTED

The persons signing this Agreement on behalf of Contractor have been authorized to do so and this Agreement constitutes a legal, valid and binding obligation of Contractor.

ARTICLE 3. TERM OF AGREEMENT

3.01 EFFECTIVE DATE

The Effective Date of this Agreement shall be October 1, 2012.

3.02 TERM

The Term of this Agreement shall begin on the Effective Date and shall end on June 30, 2022, unless earlier terminated, or extended as provided in Article 3.03. Contractor's obligation to collect Solid Waste, Recyclables, Green Waste, and Street Sweeping Materials, and process Recyclables and Green Waste and provide Disposal services, shall begin on the Effective Date and shall continue for the remainder of the Term and any extension thereof.

3.03 EXTENSION OF TERM

The Term of the Agreement may be extended for one (1) five-year extension period upon mutual agreement of the Parties. At any time during or prior to the calendar year 2021, the Parties may meet and

confer on the possibility of implementing a five (5) year extension of the Term (July 1, 2022 through June 30, 2027).

3.04 CONDITIONS OF AGREEMENT

- A. Obligation of City to Perform.** The obligation of City to perform under this Agreement is subject to satisfaction, on or before the Effective Date, of each of the conditions set out below, each of which may be waived in whole or in part by City:
1. **Accuracy of Representations.** The representations and warranties made by Contractor in Article 2 shall be true and correct on and as of the Effective Date.
 2. **Effectiveness of City's Approval.** The approval of this Agreement by City shall have become effective, pursuant to California law, on or before the Effective Date.
- B. Obligation of Contractor to Perform.** The obligation of Contractor to perform under this Agreement is subject to the satisfaction, on or before the Effective Date, of both of the conditions set forth below, each of which may be waived in whole or in part by Contractor.
1. **Absence of Litigation.** There shall be no litigation pending on the Effective Date in any court challenging the execution of this Agreement, or seeking to enjoin its performance.
 2. **Effectiveness of City's Approval.** The approval of this Agreement by City shall have become effective, pursuant to California law.
- C. Notice.** If either Party wishes to assert that a condition for its benefit has not been satisfied and has not been waived, it must deliver written notice to that effect to the other party on the Effective Date. If no such notice is received, the Agreement shall become effective on the Effective Date.
- D. Good Faith.** Each Party is obligated to perform in good faith the actions, if any, which this Agreement requires it to perform before the Effective Date and to cooperate towards the satisfaction of the conditions set forth above.

ARTICLE 4. SCOPE OF AGREEMENT

4.01 SCOPE OF AGREEMENT

- A.** Through this Agreement, City grants to Contractor the exclusive right, except as provided in Article 4.02 or as prohibited by Applicable Law, to collect, Recycle, process and dispose of the following materials in the Collection Services Area:
1. Solid Waste generated at Residential, Multi-Family and Commercial Premises;
 2. Recyclable Materials generated at Residential, Multi-Family and Commercial Premises;
 3. Green Waste and Food Waste Materials generated at Residential, Multi-Family and Commercial Premises;
 4. Holiday trees except those that residential customer can have pre-arranged pickups with the local Boy Scouts;

5. Used Oil and Used Oil Filters collected from Single-Family Residential Premises; and
6. Used Batteries collected from Residential and Multi-Family Premises.

In addition, Contractor shall have the exclusive right to provide Street Sweeping Services within the Collection Services Area.

- B.** Through this Agreement, Contractor agrees to provide the following facilities and services in the Collection Services Area:
1. Local office for the payments of bills and inquires into services;
 2. Household Hazardous Waste Facility for drop-off of Household Hazardous Waste and Universal Waste generated within the Service Area;
 3. California Redemption Value (CRV) Buy Back Facility for the drop-off and payment of CRV materials.

4.02 LIMITATIONS ON SCOPE

City may permit the Collection, Recycling or Disposal of any of the following materials by Persons other than Contractor without seeking or securing any approval from Contractor:

- A.** Source-Separated Recyclable Materials that the Generator donates directly to youth, civic, or charitable organizations;
- B.** Recyclable beverage containers delivered by the Generator to an authorized California Redemption Value (CRV) Buy Back Facility for Recycling under the California Beverage Container Recycling Litter Reduction Act, Section 14500 *et seq.* California Public Resources Code;
- C.** The existing (as of the Effective Date) Boy Scout recycling collection conducted monthly in Leisure Town in which residents are able to place Recyclables for pick up by a local Boy Scout Troop;
- D.** Holiday trees collected pursuant to the existing (as of the Effective Date) Boy Scouts holiday tree residential pick-up services during the three weeks following December 25th;
- E.** By-products of sewage treatment including sludge, sludge ash, grit, and screenings;
- F.** Hazardous Waste, Medical Waste, and Designated Waste (as defined in Section 13173 of the California Water Code as may be amended or renumbered from time to time);
- G.** Source Separated E-Waste and Source Separated Universal Waste that the Generator donates directly to youth, civic or charitable organizations;
- H.** Green Waste Materials composted by the Generator at the Generator's Premises;
- I.** Materials generated by public schools, county, state, and federal facilities, provided that the Generator has arranged services with other Persons or has arranged services with the Contractor through a separate agreement;

- J. The removal of Green Waste or Construction and Demolition Debris when the primary service performed is gardening, construction, or structure demolition or modification, as follows:
 - 1. Green Waste, when removed and transported by the gardening service performing the gardening, using the gardening service's own vehicles, equipment and personnel;
 - 2. Construction and Demolition Debris which is accumulated as the result of new construction, or structure demolition or modification, when:
 - (a) The building or demolition/modification contractor owns and operates the hauling equipment used to remove and haul the Construction and Demolition Debris generated, using the contractor's own personnel, or
 - (b) The Construction and Demolition Debris generated is hauled by a vehicle or trailer known as an "end dump" which vehicle or trailer must have a non-detachable debris container with an open top and cannot be capable of loading itself and the driver remains with the vehicle while it is being loaded, provided further that equivalent services or equipment are not available from the Contractor.

- K. Solid Waste or Green Waste which must be removed only as incident to the infrequent clearing of a Premise and when a vehicle or container of no greater than five (5) cubic yards is used to remove the Solid Waste or Green Waste;

- L. Rubbish (as defined in Vacaville Municipal Code Chapter 8.08), Green Waste or Bulky Waste created or produced by a resident or his or her household and hauled or transported by the resident of the Premise, provided the same is kept, hauled or transported and disposed of under the rules and regulations prescribed in Chapter 8.08 of the Vacaville Municipal Code.

ARTICLE 5. SCOPE OF SERVICES

5.01 GENERAL

The work to be done by Contractor shall include furnishing of all labor, supervision, equipment, materials, supplies, and all other items necessary to perform the scope of services required and the payment of related expenses including, but not limited to, all taxes and utility charges. The work to be done by Contractor shall be accomplished in a thorough and professional manner so that the residents and businesses within the City are provided reliable, courteous, and high-quality service at all times.

5.02 SOLID WASTE COLLECTION

- A. **Single-Family Residential Premises.** Contractor shall collect Solid Waste from Single Family Residential Premises once per week from Contractor-provided Carts. Contractor shall provide each Customer Cart Containers as specified in Article 9.04.

Contractor shall Collect Cart Containers curbside unless the Customer has requested Backyard Collection Service and has agreed to pay the service rate therefor, not to exceed the applicable Rate specified in Appendix D). In such case, Contractor shall Collect Cart Containers from and return Cart Containers to the alternative service location (such as the side or back backyard) specified by the Customer. New service recipients shall be notified upon signing up for service, of the Backyard Collection service options.

- B. Multi-Family Residential Premises.** Contractor shall collect Solid Waste from Multi-Family Residential Premises as frequently as scheduled by Customer, but not less than once per week. Contractor shall provide each Customer Cart and Bin Containers as specified in Article 9.04. Bin Containers in the sizes including 1, 2, 3, 4 and 6 cubic yards can also be offered by Contractor to Multi-Family Residential Premise Customers.

Contractor shall allow Multi-Family Residential Premise Customers to use Cart Containers or Bin Containers for Solid Waste Collection that are shared by the residents of the Premises. Contractor shall provide one or more Cart Containers or Bin Containers to such Customers as requested by Customer. Contractor shall provide each Customer with a choice of one or more Cart Containers or Bin Containers as specified in Article 9.04.

The Customer shall determine the Cart Container(s) and Bin Container(s) Collection location for Multi-Family Residential Premises, provided that the location is reasonably accessible, ensures that traffic is not impeded, and does not result in aesthetic degradation of an area. The designated Cart Container(s) and Bin Container(s) Collection location, if disputed by Customer or Contractor, shall be approved by the City. If, in the City's opinion, the location of an existing Cart Container(s) and Bin Container(s) Collection location is inappropriate, City may require the Customer or Contractor to relocate the Collection Containers elsewhere.

- C. Commercial Premises.** Contractor shall Collect Solid Waste from Commercial Premises as frequently as scheduled by the Customer, but not less than once per week. Contractor shall allow each Commercial Premises to use Cart Containers, Bin Containers, or Debris Box Containers and provide each Customer with a choice of one or more Carts or Bins as specified in Article 9.04, provided, however, that Cart service shall be limited to (i) Customers currently using Carts, (ii) new Customers in strip shopping centers, and (iii) other Commercial Customers that can demonstrate a maximum need of 96 gallons of Solid Waste service per week.

Bin Containers in the sizes including 1, 2, 3, 4 and 6 cubic yards can also be offered by Contractor to Commercial Customers.

Contractor shall allow each Commercial Premises to use Cart Containers or Bin Containers for Solid Waste Collection that is shared by the occupants of two or more adjacent Commercial Premises. In such case, Contractor shall provide one or more Cart Containers or Bin Containers as requested by the Customer(s). Contractor shall provide each Customer with a choice of one or more Cart Containers or Bins Container as specified in Article 9.04.

Contractor shall allow a Customer to use a Debris Box Container for Solid Waste Collection to meet the Customer's permanent Disposal needs. Contractor shall provide Customer with a choice of Debris Box Container sizes including 20, 25, 30, 35, 40 and 45 cubic yard capacity.

- D. City Facilities.** Contractor shall Collect Solid Waste from City Facilities as frequently as scheduled by the City, but not less than once per week, and at no cost to City. Contractor shall allow the City Facility to use Cart Containers, Bin Containers, or Debris Boxes for Solid Waste Collection. Contractor shall provide the City with a choice of one or more Cart Containers, Bin Containers or Debris Boxes as specified in Article 9.04.
- E.** Contractor shall collect Solid Waste from public street, park, and parking lot litter receptacles between one (1) and five (5) Days per week as determined by City. Contractor is responsible for notifying City if a public receptacle is inoperable within twenty-four (24) hours of observing or being notified of the defect.

- F. Contractor shall provide the City with the Solid Waste Collection services at the service location and service levels and frequencies identified in Appendix A. Contractor may integrate Collection of Solid Waste Containers from City Facilities with other Collection services in the Service Area.

5.03 RECYCLABLE MATERIALS COLLECTION

Contractor shall Collect Acceptable Materials from Customers that have Source Separated the Recyclable Materials from Solid Waste and placed these materials in the Customer's Recyclable Materials Collection Cart Container for Collection by Contractor. As of the Effective Date, Acceptable Materials that Contractor shall accept and process consist of: mixed paper (e.g., ledger, computer, junk mail, magazines, paperback books, cereal boxes, envelopes, paper shopping bags, and non-metallic wrapping paper); corrugated cardboard; newspaper; scrap metal including aluminum cans, and foil; steel, bi-metal and tin cans; glass jars and bottles; plastic types 1-7; toys and other plastic materials (if readily identifiable as being Recyclable); juice boxes and milk cartons (aseptic packaging); and telephone books. By mutual agreement of the City and Contractor, additional materials for Recycling collection may be added during the term of the Franchise Agreement.

- A. **Single Family Dwellings.** Once per week, Contractor shall Collect Single Stream Recyclable Materials from Single Family Dwellings on the same day as Collection of Solid Waste. Contractor shall provide each Single Family Dwelling with one Cart Container for Single-Stream Recyclable Materials. Contractor shall provide each Single Family Dwelling with a ninety-six (96) gallon Cart Container. Contractor shall Collect Recyclable Material Cart Containers Curbside unless the Customer is provided Backyard Collection Service. For Backyard Service, Contractor shall Collect Recyclable Material Cart Containers from and return Cart Containers to the alternative service location specified by the Customer. Contractor shall also provide to Customers upon their request one (1) additional Recycling Cart Container at no additional cost.
1. **Used Motor Oil and Used Motor Oil Filters.** Upon Customer's request, within five (5) Business Days of such request, at no additional cost to Customer, Contractor shall Collect Used Motor Oil and Used Motor Oil Filters placed at the curbside by Customer for Collection in Contractor provided containers. Contractor shall not be required to collect more than two (2) gallons of Used Motor Oil per Customer weekly. Contractor shall provide one-gallon translucent plastic Recyclable Containers with screw-on tops for Used Motor Oil Collection and six-millimeter (or equivalent) plastic zip-close type bags for Used Motor Oil Filter Collection.
 2. **Household Batteries.** Contractor shall collect from Single Family Residential Premises household batteries placed on top of or adjacent to the Recyclable Materials Cart Container in Customer provided clear zip-lock or tie-close plastic bags clearly marked "Used Batteries". For the purposes of this Agreement, the types of batteries allowed for collection and recycling will include:
 - (a) Regulated batteries must bear the three (3) chasing arrows or a comparable recycling symbol.
 - (b) Nickel-cadmium batteries must be labeled "nickel-cadmium" or "Ni-Cd," with the phrase "BATTERY MUST BE RECYCLED OR DISPOSED OF PROPERLY."

- (c) Rechargeable consumer products containing non-removable Ni-Cd batteries must be labeled with the phrase "CONTAINS NICKEL-CADMIUM BATTERY. BATTERY MUST BE RECYCLED OR DISPOSED OF PROPERLY."

Contractor shall Collect Used Motor Oil, Used Motor Oil Filters, and household batteries from Single Family Residential Dwellings on the same day that Solid Waste Collection is provided.

- B. Multi-Family Residential Premises.** Multi-Family Residential Premises Customers that subscribe to Solid Waste Collection service shall be provided with Single Stream Recyclable Materials Collection at no additional charge, and Contractor shall provide the level of service required by Multi-Family Residential Premise Customers. 96 gallon Carts or Bin Containers in sizes including 1, 2, 3, 4 and 6 cubic yards can be offered by Contractor to Multi-Family Residential Premises Customers.

Contractor shall Collect Single-Stream Recyclable Materials at Multi-Family Residential Premises at least once per week or more frequently as scheduled, up to five (5) times per week, by the Customer. The designated Recyclable Materials Cart Container Collection location, if disputed by Customer or Contractor, shall be approved by the City. Recyclable Materials Cart Containers and Bins may be shared by the occupants of the Multi-Family Residential Premises. Contractor shall provide extra Recyclable Materials Carts for use in the mail room of the Multi-Family Residential Premises if requested by the Customer, provided that sufficient Recyclable Materials volume exists to fill the Cart on a weekly basis. For the purposes of this Agreement, the types of batteries allowed for collection and recycling will include:

1. **Household Batteries.** Contractor shall provide for the Collection of Household Batteries from all Multi-Family Residential Premises by providing one (1) thirty-two (32) gallon Cart Container which is clearly labeled for "Disposal of Used Batteries". Customers shall place Household Batteries in clear zip-lock or tie-close plastic bags prior to placement in the Household Batteries Cart Container. The Multi-Family Residential Premise Household Battery Cart Container shall be collected weekly or at a schedule mutually agreed to between Contractor and the Customer.
 - (a) Regulated batteries must bear the three (3) chasing arrows or a comparable recycling symbol.
 - (b) Nickel-cadmium batteries must be labeled "nickel-cadmium" or "Ni-Cd," with the phrase "BATTERY MUST BE RECYCLED OR DISPOSED OF PROPERLY."
 - (c) Rechargeable consumer products containing non-removable Ni-Cd batteries must be labeled with the phrase "CONTAINS NICKEL-CADMIUM BATTERY. BATTERY MUST BE RECYCLED OR DISPOSED OF PROPERLY."
- C. Commercial Premises** Commercial Customers that subscribe to Solid Waste Collection service shall be entitled to Collection of Recyclable Materials at no additional charge, and Contractor shall provide the level of service required by the Commercial Customer. The level of service Contractor shall provide includes Single-Stream Recyclable Materials Collection or Source Separated Collection of cardboard, mixed paper, food and beverage Recyclable Containers, or other Recyclable Materials listed in Article 5.03.

Bin Containers in the sizes including 1, 2, 3, 4 and 6 cubic yards may also be offered by Contractor to Commercial Customers.

The Contractor shall distribute Recyclable Materials Containers to all Commercial Customers unless the Customer has notified the Contractor that they do not want to participate in the Commercial Recyclable Materials Collection program. Commercial Premises that received Solid Waste Bin Container Collection shall be entitled to receive, at no additional cost, an equivalent size Recycling Materials Bin Container for receipt of Single Stream or Source Separated Recyclable Materials.

Contractor shall Collect Single-Stream or Source Separated Recyclable Materials at Commercial Premises at least once per week or more frequently as scheduled, up to five (5) times per week, by the Customer. The designated Recyclables Materials Cart Container or Bin Container Collection location, if disputed by Customer or Contractor, shall be approved by the City. Recyclable Materials Cart Containers and Bin Containers may be shared by the occupants of the Commercial Premises.

Contractor shall provide for a Customer to use Debris Box Container(s) for Recyclable Materials Collection to meet the Customer's temporary and permanent Recyclable Materials needs. Contractor shall provide Customer with a choice of Debris Box Container sizes including 20, 25, 30, 35, 40 or 45 cubic yard capacity. The charge for the service shall be a flat rate (regardless of box size) that shall not exceed the applicable Rate set forth in Appendix D. Contractor shall reduce the amount charged each Customer by Contractor's reasonable good faith estimate of the value of the Recyclable Materials to be Collected from such Customer's Debris Box Container(s), taking into account type and volume of materials, then-current commodity prices, and other relevant factors.

- D. City Facilities** Contractor shall provide Solid Waste, Recyclables and Green Waste Collection service to City Facilities at no additional charge, and Contractor shall provide the level, type and frequency of service required by City Facilities as set forth in Appendix A. The level of service Contractor shall provide includes Solid Waste Collection, Single-Stream Recyclable Materials Collection or Source Separated Collection of cardboard, mixed paper, food and beverage Recyclable Containers and other Recyclable Materials listed in Article 5.03, in Cart Containers, Bin Containers and Debris Boxes in a manner that best suits the needs of the City Facility. City may amend the list of City Facilities in Appendix A upon 30 Days written notice to Contractor.



Contractor shall Collect Single Stream Recyclable Materials or other Source Separated Recyclable Materials Generated at City Facilities at least once per week or more frequently as scheduled, up to five (5) times per week at the designated location agreed upon by Contractor and the City.

Contractor shall also provide Collection Services to Public Street, Park, and Parking Lot Recycling Receptacles as listed in Appendix A. Contractor shall collect Solid Waste and Recyclable Materials from public street, park, and parking lot recycling receptacles, between one (1) and five (5) times per week as determined by City. Contractor is responsible for notifying City if a public receptacle is inoperable within twenty-four (24) hours of observing or being notified of the defect.

5.04 GREEN WASTE MATERIALS COLLECTION

- A. Single Family Premises.** Contractor shall collect Green Waste Materials from Single Family Premises once per week on the same day as Solid Waste and Recyclable Materials Collection service. Contractor shall provide each Single Family Premises with one (1) ninety-six (96) gallon Cart Container as the default size. Contractor shall Collect Cart Containers at the curbside unless the occupant is provided Backyard Collection Service. In this situation, Contractor shall collect from and return the Green Waste Cart Container to the alternative service location (such as the side or backyard) specified by the Customer. Contractor shall also provide to Customers upon their request one (1) additional Green Waste Cart Containers at a rate not exceeding the Rate therefor specified in Appendix D.
- B. Multi-Family Residential Premises.** Multi-Family Residential Premise Customers shall have the option of voluntarily subscribing to Green Waste Collection services using one or more ninety-six (96) gallon Carts at a rate not exceeding the Rate for equivalent Solid Waste service. Contractor shall collect Green Waste from Multi-Family Residential Premises as frequently as scheduled by Customer, but not less than once per week. Contractor shall provide each Customer with a choice of Cart Containers as specified in Article 9.04. Contractor shall Collect Green Waste Materials at the location agreed upon by Contractor and Customer. The designated Collection location, if disputed by Customer or Contractor, shall be approved by the City.
- C. Commercial Premises.** Commercial Customers shall have the option of voluntarily subscribing to Green Waste Collection services using one or more ninety-six (96) gallon Carts at a rate not exceeding the Rate for equivalent Solid Waste service. Contractor shall Collect Green Waste from Commercial Premises as frequently as scheduled by Customer, but not less than once per week. Contractor shall provide each Customer with a choice of Cart Containers as specified in Article 9.04. Contractor shall Collect Green Waste Materials at the location agreed upon by Contractor and Customer. The designated Collection location, if disputed by Customer or Contractor, shall be approved by the City.
- D. Food Waste.** Contractor will conduct outreach to Single Family Residential Customers to encourage them to dispose of certain types of Food Waste (i.e. vegetable waste, fruit waste and grain waste) in Green Waste Cart Containers. In addition, at City's request, Contractor will participate in discussions and present cost and operational data regarding implementation of a commercial food waste program in City. It is understood that a commercial food waste program may be implemented hereunder pursuant to Article 15.09.
- E. City Facilities.** Contractor shall provide Green Waste Collection service to City Facilities at no additional charge, and Contractor shall provide the level, type and frequency of service required by City Facilities as presented in Appendix A. Contractor shall Collect Green Waste Generated at City Premises at least once per week or more frequently as scheduled, up to five (5) times per week at the designated location agreed upon by Contractor and the City.
- F. Holiday Tree Collection.** Contractor shall annually Collect holiday trees from Single-Family Residential Premises, and Multi-Family Residential Premises and Commercial Customers that subscribe for Green Waste service, for fifteen (15) consecutive Business Days commencing on December 26 at no additional charge. Contractor shall perform Collection of holiday trees for such Single Family and Multi-Family Dwelling occupants on the scheduled Collection day for Solid Waste Collection. Commercial Customers that do not subscribe for Green Waste service may order a 25 or 40 cubic yard Debris Box Container for holiday trees at a rate not exceeding the applicable "wood debris box" Rate set forth in Appendix D. Contractor shall be required to

collect trees placed adjacent to a Green Waste Cart Container for Single Family Premises for fifteen (15) Business Days commencing December 26. After fifteen (15) Business Days commencing December 26, Contractor shall be required to collect trees properly placed inside a Green Waste Cart Container. These Collection requirements also apply to Backyard Collection Service.

5.05 MIXED CONSTRUCTION AND DEMOLITION MATERIAL COLLECTION AND RECYCLING SERVICES

- A. Contractor shall provide Collection of mixed Construction and Demolition (C&D) Debris from Single Family Premises, Multi-Family Premises, Commercial Premises and City Facilities by providing Debris Boxes with a capacity of 20, 25, 30, 35, 40 and 45 cubic yards. Contractor shall Collect Construction and Demolition Material including:
1. Discarded materials generally considered to be not water soluble and non-hazardous in nature, including but not limited to steel, copper, aluminum, glass, brick, concrete, asphalt material, pipe, gypsum, wallboard, and lumber from the construction or destruction of a structure as part of a construction or demolition project or from the renovation of a structure and/or landscaping, including rocks, soils, tree remains, trees, and other vegetative matter that normally results from land clearing, landscaping and development operations for a construction project;
 2. Remnants of new materials, including but not limited to: cardboard, paper, plastic, wood, and metal scraps from any construction and/or landscape project.
 3. The frequency of Collection shall be at the discretion of the Customer and include temporary services (one-time only), and regular continuing services from one (1) and up to five (5) days per week.
 4. Contractor shall deliver, and Recycle for reuse C&D materials collected at Single Family Premises, Multi-Family Premises and Commercial Premises. Mixed C&D that qualify as recyclable and reusable materials means and includes:
 - (a) Inert solids include asphalt, concrete, rock, stone, brick, dry wall, sand, soil and fines;
 - (b) Wood materials, including any and all dimensional lumber, fencing or construction wood that is not chemically treated, creosoted, CCA pressure treated, contaminated or painted;
 - (c) Vegetative materials, including trees, tree parts, shrubs, stumps, logs, brush or any other type of plants that are cleared from a site for construction or other use;
 - (d) Metals, including all metal scrap such as, but not limited to, pipes, siding, window frames, door frames and fences;
 - (e) Roofing materials including wood shingles and shakes as well as asphalt, stone and slate based roofing material;
 - (f) Salvageable materials and structures, including, but not limited to dry walls, doors, windows, fixtures, hardwood flooring, sinks, bathtubs and appliances; and

- (g) Any other materials that the City Public Works Department and Contractor agree can be recycled and diverted.

5.06 Collection Service to Lifeline Customers and Leisure Town

- A. Contractor shall provide Lifeline Service at rates not exceeding the Lifeline Rates set forth in Appendix D. Contractor shall collect Solid Waste and Recyclables from Lifeline residential premises once per week from Contractor-provided carts. Contractor shall provide each customer cart containers as specified in Article 9.04 for residential Customers.
- B. Leisure Town is a special collection area of the City that requires smaller and lighter weight collection vehicles. Contractor shall obtain City approval of Collection vehicles to be used in Leisure Town (except for the vehicles in use by Contractor in Leisure Town as of the Effective Date, which have already been approved). The parties acknowledge that, as of the Effective Date, Contractor provides only Solid Waste Collection services in Leisure Town, with collection of Recyclable Materials provided by the Boy Scouts. City and Contractor may change the services provided by Contractor in Leisure Town by mutual agreement pursuant to Article 15.09.

5.07 SINGLE FAMILY ANNUAL ON-CALL RESIDENTIAL CLEAN UP COLLECTION SERVICE

Contractor shall provide one On-Call Residential Clean Up Collection Service event at the curbside to each Single Family Premise annually upon the Customer's request and at no additional cost to Customer. Contractor shall schedule the annual On-Call Residential Clean Up Collection Service event on the regularly scheduled Solid Waste Collection day within seven (7) Business Days after the Customer's request. Contractor shall allow the scheduling of the annual On-Call Residential Clean Up Service event from January 1 through December 31 each year. Contractor may provide additional On-Call Residential Clean Up Collection Service events for a Customer beyond one (1) per year, and shall be entitled to charge the Customer for such service at rates not exceeding the applicable Rates set forth in Appendix D.

The Single Family Customer participation guidelines include:

1. Solid Waste, Recyclable Materials, Green Waste – Up to two (2) cubic yards of materials per event. Such materials must be bagged, boxed, bundled, or containerized by the Customer.
2. Major Appliances – Two large appliances per event (e.g., washing machine, clothes dryer, refrigerator, freezer).
3. Bulky Items – Two (2) large bulky items per event (e.g., furniture, mattresses, or up to four tires).
4. E-Waste – Three (3) items per event (e.g., a computer, computer monitor, printer or television).

Contractor shall reject: liquids or sludges; materials which exceed six (6) feet in length; commercial-sized refrigerators or freezers; construction and demolition debris; hazardous waste; or medical waste. Contractor may reject any individual item that weighs more than seventy-five (75) pounds (excluding major appliances) unless customer has paid, or has agreed in advance to pay an additional fee for service. Contractor may reject un-containerized materials if it is deemed that collection of such material involves a safety or other hazardous situation. In such a situation, the Contractor shall be required to leave a "non-collection notice" for the reason(s) the bulky waste material was not picked up. The Contractor shall be

required to Collect and separate materials in a manner that maximizes reuse, recycling, composting, and diversion of materials from Disposal that can be feasibly recovered.

5.08 COLLECTION FOR CITY SPONSORED COMMUNITY VENUES AND EVENTS

Contractor shall provide Collection services for the City-sponsored Community Venues and Events within the City listed in Appendix A. Contractor shall provide the Collection services required at these Venues and Events at no additional charge to City.

5.09 CALIFORNIA REDEMPTION BUY BACK FACILITY

Contractor shall provide a California Redemption Value (CRV) Buy Back Facility within the City limits for Single Family Residential and Multi-Family Residential Customers. Contractor shall operate the CRV Buy Back Facility to provide the public with a convenient location to drop-off Recyclable Materials with CRV redemption qualities including aluminum cans, glass, plastic bottles, cardboard, newspaper and scrap metal among other materials with a value. Contractor shall operate the CRV Buy Back Facility and be open from 9:00 a.m. to 3:00 p.m. five (5) days per week, Tuesday through Saturday except on City Holidays. Contractor shall comply with all beverage container recycler and processor guidelines established by CalRecycle. Contractor shall adhere to the following certification guidelines for accepting CRV items:

1. Keep State CRV Buy Back Facility certificate posted at facility;
2. Post prices paid for all materials accepted and hours of operation as required;
3. Accept all beverage container types indicated on the application submitted to the State for certification as a CRV Buy Back Facility;
4. Properly inspect all materials accepted and redeemed; and
5. Keep proper receipts and logs of material accepted and redeemed.
6. Contractor shall employ members of the non-profit organization Pace Solano, an organization that provides employment opportunities to adults with developmental disabilities, to staff the CRV Buy-Back Facility.

5.10 HOUSEHOLD HAZARDOUS (HHW) FACILITY AND UNIVERSAL WASTE COLLECTION AND DROP-OFF FACILITY

Contractor shall provide to City residents, free of charge, a Household Hazardous Waste (HHW) Facility for drop-off of the HHW and Universal Waste materials set forth in Appendix C for the proper and safe collection, recycling and disposal of these materials. Contractor is required to maintain and operate the HHW Facility within the City limits. The HHW Facility shall be open every Saturday (except City Holidays), from 9:00 a.m. to 3:00 p.m. Contractor must submit a plan to the City within 30 days of the date of the Agreement and describe how it plans to provide and maintain the HHW service for local residents including the address of the facility, facility size, handling of materials, staffing and management plans. Contractor shall also provide detailed information on any subcontractor(s) it uses to transport, recycle, process, and reuse the HHW materials.

5.11 COLLECTION SERVICES FOR THE VACAVILLE UNIFIED SCHOOL DISTRICT (VUSD) AND THE TRAVIS UNIFIED SCHOOL DISTRICT (TUSD)

Contractor shall offer to provide, at a subscription rate, all Vacaville Unified School District (VUSD) schools and those Travis Unified School District (TUSD) schools located within the Vacaville City limits, Solid Waste, Recycling, and Green Waste service. Contractor shall not include a Franchise Fee component in such rates. In the event the Contractor is the selected service provider for VUSD and TUSD, Contractor shall offer to provide one annual recycling/waste diversion instructional lesson to all 2nd grade classrooms within the VUSD and TUSD schools located within the Vacaville City limits.

5.12 FREE DUMP PASS

Contractor shall provide annually to the City, four hundred (400) free dump passes, for use at the Designated Disposal Facility that the City can distribute to residential Customers or otherwise use at its sole discretion. In addition, Contractor shall provide each Residential Customer one free dump pass per calendar year beginning 2013, to be mailed to each Customer with their January bill. The free dump pass will allow Customers to dispose of materials, types, and weights the same as the residential on-call clean up program described in Article 5.07, except that the dump pass cannot be used for Electronic Waste or other materials not accepted at the Designated Disposal Facility.

ARTICLE 6. STREET SWEEPING SERVICES

Contractor shall provide Street Sweeping Services in the City in locations and pursuant to the schedule set forth in this Article 6. Street Sweeping Services include, but are not limited to removal of street debris defined as all material normally picked up by a mechanical sweeper such as sand, dirt, gravel, leaves, grass clippings, paper, cans, and other such materials. Street Sweeping Materials the Contractor shall remove shall also include large items such as large stones, tree limbs, wood, cable, and other such materials in the areas to be swept that can be picked up and put into the sweeper by one person. Street Sweeping Services shall be performed as follows:

1. Daytime sweeping shall start no earlier than 6:00 am and end no later than 6:00 pm that same day.
2. On a biweekly basis, Contractor will provide a complete sweep of all curb miles on all publicly maintained streets in the City, and the parking lots/facilities set forth in Appendix B. Contractor will be responsible, for each curb mile, for sweeping all curbs including median islands and the corners from any cross street intersecting the street. For publicly maintained streets in Residential Areas, sweeping shall be conducted on the Business Day after the scheduled Collection day.
3. Contractor will obey all traffic laws and will perform its operations so that sweepers are traversing their routes in the normal direction of traffic.
4. Street sweeping speed shall not exceed the vehicle manufacturer's recommendations for the sweeper and/or the speed for good street cleaning practices as determined by the Public Works Director. In any event, vehicle speed shall not exceed eight (8) miles per hour during sweeping operations.
5. Contractor will sweep a full path, with all brooms down, except near parked cars, structures or other objects. The sweep path will begin at the face of the curb and run the flow line of the gutter.

On streets with no curb and gutter, the width of the sweeper path will be from the edge of the pavement toward the center of the street.

6. Contractor will obtain water from City owned hydrants for the water necessary in the street sweeping operation. Contractor will report to the City monthly, the total volume in gallons of water used each month.
7. Contractor shall maintain a minimum of four (4) street sweepers; one (1) shall be reserved as back-up in the event there is equipment failure on the primary sweepers.
8. Contractor's equipment shall be equipped with dual gutter brooms and a main broom to sweep a minimum of a nine-foot path. Mechanical brushes and brooms shall be maintained in proper condition and shall be replaced as recommended by the manufacturer or when performance becomes impaired.
9. Contractor's sweeping equipment operators must be accessible from Contractor's facility utilizing a two-way radio or cell phone to ensure adequate response time to communicated needs.
10. Contractor is required to have safety devices on all sweeping equipment consisting of all California D.M.V. required safety devices, including safety back-up warning alarm, driver safety belt(s), and rotating/strobe type warning light or light bar. All devices must be in good working order at all times.
11. Contractor shall employ competent and experienced drivers and mechanics for the performance of this Agreement. Drivers shall be in uniform or other suitable clothing while operating the equipment.
12. All drivers shall have a valid California Drivers License of the appropriate class required for the equipment he/she is operating. Contractor shall have sufficient back-up manpower to perform the services provided herein.
13. When inclement weather, in the opinion of the Director of Public Works, prevents adherence to the regular sweeping schedule the sweeping areas so affected by the inclement weather shall be swept one week from the date of the scheduled sweeping, without interruption of the regular sweeping schedule. In the event Contractor is prevented from completing the sweeping as provided in the schedule because of reasons other than inclement weather, Contractor shall be required to complete the sweeping services so deferred prior to the next regular scheduled date. The Contractor shall be required to submit reports as requested by the Public Works Director concerning sweeping schedules and other related matters.
14. As new streets are constructed in the City and upon acceptance by City, such streets shall automatically be designated as part of the Service for the purposes of street sweeping. Contractor shall commence street sweeping on such streets under the terms and conditions of this Agreement within fifteen (15) Business Days from receipt of notice to commence service from the City Public Works Director.

Contractor shall provide all owners and occupants of all Premises in the City reasonable notice of the Street Sweeping Services schedule for specified areas of the City. Such notice shall be provided to owners and occupants at least annually and upon a change in ownership or occupancy.

ARTICLE 7. RECYCLABLES AND GREEN WASTE PROCESSING AND SOLID WASTE DISPOSAL SERVICES

Contractor shall transport and deliver City's Recyclable Materials to the Designated Recycling Facility for the purpose of processing Recyclable Materials Collected in the City. Such transport shall be either direct-haul, or by reloading in transfer trailers at the Designated Disposal Facility.

Contractor shall provide a Designated Disposal Facility able to accept all Solid Waste tonnage Collected by Contractor in the City during the term of the Agreement.

7.01 PROCESS CITY RECYCLABLE MATERIALS AT A RECYCLING FACILITY.

Contractor shall make arrangements for or provide a Designated Recycling Facility for the purpose of processing Recyclable Materials Collected in the City. Contractor shall be required to provide proof within thirty days (30) of the date of this Agreement that the Designated Recycling Facility can accept the entire City's Recyclable Waste tonnage during the term of the Agreement. Contractor shall not process Recyclable Material at any other processing facility without the sole approval of the City, except as may be required in emergencies resulting from uncontrollable circumstances with the prior written approval of the City.

Contractor shall recycle a minimum of ninety percent (90%) of the Recyclable Material collected by Contractor within the Collection Services Area pursuant to this Agreement.

Contractor shall be responsible for the processing, marketing, and sale of Recyclable Materials, Bulky items, and other Materials. Contractor shall be entitled to retain one hundred percent (100%) of all applicable proceeds.

7.02 TRANSPORT AND DELIVER CITY GREEN WASTE MATERIALS TO AN ORGANICS RECYCLING AND COMPOST FACILITY

Contractor shall transport and deliver Food and Green Waste materials to the Designated Green Waste and Food Waste Compost Processing Facility for the purpose of processing Food and Green Waste materials collected in the City.

7.03 PROCESS CITY GREEN WASTE MATERIALS AT AN ORGANICS RECYCLING AND COMPOST FACILITY

Contractor shall make arrangements for or provide a facility for the purpose of processing Commercial Food and Green Waste Materials Collected in the City. Contractor shall not process Green Waste and Food Material at any other processing facility without the sole approval of the City, except as may be required in emergencies resulting from uncontrollable circumstances with the prior written approval of the City

Contractor shall be responsible for the processing, marketing, and sale of Green Waste materials. Contractor shall recycle a minimum of ninety-five percent (95%) of the Green Waste collected by Contractor within the Collection Services Area pursuant to this Agreement, at the Designated Green Waste and Food Waste Compost Processing Facility, and shall be entitled to retain 100 percent (100%) of all applicable proceeds.

7.04 DISPOSAL OF SOLID WASTE COLLECTED IN THE CITY

Contractor shall make arrangements to, guarantee for the Term of this Agreement and any extensions hereto, and shall throughout the Term of the Agreement and any extensions hereto provide a Designated Disposal Facility for the purpose of disposing of the City's Solid Waste Materials collected from Single Family Premises, Multi-Family Residential Premises, Commercial Premises, and City Facilities. Contractor represents and warrants that the Rates set forth on Appendix D as of the Signature Date were calculated based on the lowest tipping fee charged for any commercial or municipal customer using the Designated Disposal Facility as of the Signature Date ("most favored nations rate"). Contractor shall not dispose of City's Solid Waste, Recyclable Material Residuals or Green Waste Residuals at any other Disposal Facility without the sole approval of the City, except as may be required in emergencies resulting from uncontrollable circumstances with the prior written approval of the City.

1. Contractor shall keep and maintain such logs, records, manifest, bills of lading and/or other documents as the City may deem to be necessary or appropriate to confirm compliance by the Contractor with this Agreement and shall retain all weight slips, tickets or other scale information provided to the Contractor's drivers by the owner or operator of the Designated Disposal Facility. Contractor shall provide City with a Disposal Log in accordance with Article 10, Record Keeping and Reporting Requirements.
2. Contractor shall pay, or make arrangements for the payment of, all tipping fees and other transfer, disposal or processing charges imposed by the owner or operator of the Designated Disposal Facility for the Disposal of City's Solid Waste or residual materials from Recyclables processing.
3. Contractor shall work cooperatively with the owner or operator of the Designated Disposal Facility to assure all incoming Solid Waste is recorded and assigned to the City. Contractor shall keep, maintain, and provide the City with a list of all Solid Waste Collection vehicles operating within the City including each vehicle's license number, and Designated Disposal Facility tare number. Contractor shall immediately notify the City and owner or operator of the Designated Disposal Facility in writing when new Collection vehicles are added to the Collection fleet, and tare weights are altered due to equipment modifications.
4. Contractor is to understand that all Solid Waste, Recyclables, and Green Waste collected under this Agreement becomes the property of the Contractor at the area of collection, subject to the requirement of delivery of Solid Waste to the Designated Disposal facility, Recyclables to the Designated Recycling Facility, and Green Waste/Food Waste to the Designated Green Waste and Food Waste Compost Processing Facility. At no time does the City obtain any right or possession of Materials placed for Collection, and nothing in this Agreement shall be construed as giving rise to any inference that City has any such rights.

ARTICLE 8. OTHER COLLECTION RELATED SERVICES**8.01 CUSTOMER BILLING**

Contractor shall prepare and mail bills for services provided by Contractor and shall collect Customer payments.

A. Billing Frequency.

1. Contractor shall bill Single Family Residential Customers quarterly at the Customers' subscribed rate for service for a three (3) month period (quarterly format) in advance.

Payment of the bill by Single Family Residential Customers shall be due at the end of the three (3) month period.

2. Contractor shall bill Multi-Family Residential Customers and Commercial Customers monthly at the Customers' subscribed rate for service for a one (1) month period in advance. Payment of the bill by Multi-Family Residential Customers and Commercial Customers shall be due at the end of the one (1) month period.
3. Contractor may set its rates for a particular service at any level, but shall not charge any amount in excess of the Rate for such service established pursuant to Article 12, nor shall Contractor charge any amount for services not listed on the Rate schedule.

B. Billing and Payment Options.

Contractor shall bill Customers using a mailed paper billing system as the default billing method. Contractor shall make available to all Customers an automated billing and payment system that is website based and allows customers to view and pay bills on-line. Customers may request to cease paper billing and receive all bills through e-mail and/or Contractor's website. Contractor must ensure that Customers that receive bills through email or Contractor's website are compiled in a list to ensure that billing inserts are mailed directly to each Customer's billing address.

Contractor shall encourage Customers to use the website-based billing and payment system. City shall have the right to review and revise the billing format and to itemize certain charges and to review the Billing procedures. Contractor may be compensated for any cost increases that result from the City directed change to the billing format.

Contractor shall maintain, for inspection by the City, copies of billings and receipts for a period of five (5) years after the date of service. Contractor shall maintain those records in electronic format and allow the City access to the billing records upon three (3) Business Days notice.

Contractor shall allow Single Family Residential Premises Customers to temporarily suspend service and billings when said service is not in use (e.g., Customer is on vacation or military leave). Single-Family Residential Customers may suspend service for a minimum of three (3) service days. The maximum number of vacation days is 12 weeks per year. Multi-Family Customers may not suspend service without prior written approval from City.

C. Delinquent Payment and Lien Process.

1. Bills for Collection Services not paid by the due date shall be considered delinquent. Contractor may institute steps for the placement of a lien on the property of any Customer for which payment is outstanding ninety (90) days after the billing date, or such other period as is permitted by the Vacaville Municipal Code. In addition, if a bill to a Multi-Family Residential Customer or Commercial Customer is more than sixty (60) days past due, Contractor may stop providing service to such Customer and refer the Customer to a 3rd party collection agency.
2. If a bill becomes delinquent, Contractor shall be entitled to a delinquency fee not exceeding the amount set forth in Appendix D. The delinquency fee shall not be assessed until fifteen (15) Days after notification of the delinquency to the property owner and Customer. If the bill is paid within the fifteen (15) day notice period the delinquency fee

shall not be assessed. The form and content of the delinquency notice sent by Contractor shall be approved by the Public Works Director. Contractor shall simultaneously file with the Public Works Director a written notice stating that such delinquency notice has been sent to such property owner and Customer and the date upon which notice was sent. The delinquency fee shall not exceed any such fee approved by the City Council.

3. Should the bill become delinquent, Contractor may assign said bill to the City for lien proceedings.
 4. Upon the City's receipt of the assignment from Contractor and at the convenience of the City, the Public Works Director shall initiate proceedings once per year complying with Government Code Sections 38790.1 and 25831 to create a lien on the real property to which Collection Services has been rendered.
 5. The lien shall provide for full payment of all amounts due Contractor.
 6. The lien shall be recorded in the County Recorder's Office and placed for collection with the County Auditor. The lien may carry such additional administrative charges as set forth by City Council resolution. The property owner shall be notified by the Public Works Director that the delinquency charges and administrative charges are due City and that said lien has been recorded.
- D. Local Office.** As set forth in greater detail in Article 8.02 herein, Contractor shall maintain a local office in the City for acceptance of in-person payment of bills and inquires regarding service. Contractor shall accept as payment cash, personal checks, money orders, cashier's checks, and credit cards. The local office shall be open for business from 8:00 a.m. until 5:00 p.m. Monday through Friday, exclusive of City Holidays.
- E. Contractor Revenue Collection from Customers.** Contractor shall collect revenue for services from Customers as described herein.
- F. City Billing Review.** Contractor acknowledges that City may perform billing reviews periodically. Contractor agrees to participate and cooperate with City to accomplish these reviews and conduct any data collection and report preparation that may be requested at the sole discretion of the City.
- G. Privacy of Customer Information.** Contractor shall not distribute or sell Customer, owner, or occupant information such as names, addresses, and telephone numbers to other Persons with the exception of distribution to the City or its agents for reporting and Agreement and Vacaville Municipal Code compliance purposes and distribution to Contractor's Billing agent (if Contractor uses a related party entity or Subcontractor for billing purposes).

8.02 CUSTOMER SERVICE

Contractor is responsible for ensuring that all staff and Customer Service representatives (CSR) maintain a professional and courteous manner when in contact with City and the public. Contractor shall be responsible for all employee interactions with Customers and City staff to ensure that its Customers are consistently treated courteously and are presented with timely, responsive and thorough solutions to problems and requests for information.

- A. Local Office and Customer Service Call Center.** Contractor shall operate a local office in the City at 1 Town Square Place #200, Vacaville CA 95688 ("Office Space"), subject to renewal of Contractor's existing lease at rent not exceeding the current rent as of the Signature Date, as adjusted by CPI. In the event that the Office Space is not available on the terms set forth above, Contractor shall secure other local office facilities in a location that is reasonably acceptable to City. Contractor's office hours shall be from 8:00 a.m. to 5:00 p.m., Monday through Friday, exclusive of City Holidays. Contractor shall be responsible for ensuring that a qualified customer service representative is available at the local office during office hours to communicate with the public and accept bill payments from Customers. Contractor shall offer bi-lingual customer service by employing customer service representatives with English and Spanish language capabilities.

Contractor shall also operate a Customer service call center to serve as the primary telephone point of contact. The Customer service call center shall be staffed from 8:00 a.m. to 5:00 p.m. Monday through Friday, exclusive of City Holidays.

The local office and Customer service telephone number(s) shall either be a local or toll free call. Contractor's telephone system shall be adequately equipped to handle the volume of calls typically experienced on the busiest days during the year. Contractor shall have a company representative, answering service, or voice-mail system available for calls received during non-business hours and holidays.

Contractor shall employ sufficient customer service staff to ensure that the average speed of answer time is equal to or less than thirty (30) seconds and that the maximum hold time is three (3) minutes.

Contractor shall maintain and publicize an e-mail address whereby Customers can communicate with the Contractor's customer service representatives. Contractor shall monitor the email at least once per day, and ensure that a twenty-four (24) hour response time is maintained.

- B. Website.** Contractor shall maintain and publicize an up-to-date website whereby Customers can conduct business with Contractor. Contractor is required to update the website monthly, and more frequently if necessary. At a minimum, the website shall:

1. Allow Customers to view and pay bills issued by Contractor;
2. Provide answers to frequently asked questions;
3. Allow Customers to file complaints and receive from Contractor e-mail responses to complaints;
4. Provide a complete list of City approved Rates for all Customers;
5. Provide a link to enable Customers to email Contractor; and,
6. Maintain visitor logs and reporting information such as website and individual page visitation, number of web-based bill payments per month, number of website-submitted complaints per month, and individual and summary Customer complaint and resolution reporting.

C. Customer Information System Requirements. Contractor shall use a Customer Information System with software applications capable of documenting all correspondence and conversations between Contractor, Customers, occupants, and City. The system shall include, at a minimum, the following data fields:

1. Date and time of customer correspondence or contact with Contractor (e.g., phone call, email);
2. Date response was provided;
3. Date resolution was provided;
4. Customer's name and contact information (phone numbers and email address);
5. Account address;
6. Service address;
7. Occupant address;
8. Service location information including:
 - (a) Number of units
 - (b) Number, size and type of Solid Waste, Recycling and Green Waste Containers
 - (c) Collection service day
 - (d) Route number
 - (e) Backyard Service status
 - (f) Lifeline Service status
 - (g) Bulky item collection history (e.g., number of annual services performed, date requested, date provided)
9. Service issue, complaint or inquiry;
10. Description of Contractor's resolution of service issue or complaint, or response to inquiry; and

The Customer Service Information System shall be capable of providing real-time access to Customer contact history for the term or any extended term of this Agreement.

8.03 PUBLIC EDUCATION AND OUTREACH

Prior to preparing public education and outreach materials, Contractor shall discuss with the City its detailed approach to preparing the materials. Public education and outreach materials shall emphasize use of visual/graphic images as much as practical. All public education materials shall be printed on paper containing the highest levels of recycled-content material reasonably practical. The Contractor shall

develop a multi-lingual approach to preparing all public education materials, and all public education materials shall be provided in both English and Spanish. All public education and outreach materials shall be prepared and distributed at Contractor's expense

Beginning July 1, 2013, Contractor shall pay City a fee of Thirty Five Thousand Dollars (\$35,000) per contract year (July 1 – June 30), to be deposited into a fund for public education and outreach activities for the City's use at its sole discretion, and shall provide City a credit of Fifteen Thousand Dollars (\$15,000) per contract year towards Debris Box collection services to be provided to City for code enforcement compliance. Payment to the City of the public education fund fee shall be due on July 1 of each year for the upcoming contract year. The Debris Box credit and public education fund fee shall be annually increased each July 1 by the increase in CPI over the 12 months ending in April. In the event that there is no increase in the CPI in any given year, the payment and credit due on July 1 for the upcoming contract year shall remain the same as it was for the previous year. Any remaining balances within these two programs will be rolled over from year to year.

Contractor will be required to have on staff a full-time employee that will serve as the public education coordinator. Contractor must contact the City within five (5) Business Days if this individual resigns or is terminated from employment. Contractor's public education coordinator shall meet quarterly, and more frequently if necessary, with City staff to review public education and outreach activities and goals. Contractor is required to prepare quarterly and annual public education and outreach reports that will discuss the prior three (3) and twelve (12) months of activities.

A. Contractor Responsibilities for Single Family Residential Customers. Contractor responsibilities with regard to public education and outreach activities shall include, but not be limited to, the following:

1. Public education and outreach to Single Family Residential with a focus on waste prevention, reuse, and recycling.
2. Preparation and distribution of a quarterly residential newsletter for all Single Family Residential Customers.
3. Distribution of public education and outreach materials during roll-out of new collection services programs including distributing program literature and other promotional items with delivery of Cart Containers.
4. Distribution of public education and outreach materials to new Customers during the Term of the Agreement.
5. Production and distribution of Non-Collection Notices during the term of the Agreement.
6. Preparation of Used Oil Recycling kits including Customer information on jugs and Used Oil Filter bags.
7. Delivery of Used Motor Oil Recycling Kits upon request from Single Family Residential Customers within five (5) Business Days of Customer request.
8. Staff booths and distribute educational and outreach materials at City public events as mutually agreed.

9. Annually include in its bills to Single Family Residential Customers, up to four (4) public education and outreach information inserts including information such as scheduling of major collection events and programs offered to Customers such as the Annual On Call Bulky Waste Collection, and the annual holiday tree pick up; CRV Drop-Off Facility information; HHW Facility information; and annual Rate change schedule.

B. Multi-Family Dwelling Public Education and Outreach Programs.

Contractor's public education and outreach coordinator will work directly with Multi-Family Residential Premises owners or property managers to implement the Single-Stream Recyclable Materials Collection services and to assess Customer service needs at least annually for each Multi-Family Residential Complex. The Contractor's implementation activities shall include:

Contractor shall meet in person with the owner or property manager to explain the Single-Stream Recyclable Materials Collection program and conduct an on-site assessment of Multi-Family Residential Complexes containing twenty (20) or more residential units to determine the appropriate number and type of Solid Waste and Recyclable Materials Containers and the frequency of Collection. The site assessment shall be conducted by Contractor when Recyclable Materials Collection services are initially provided at a Multi-Family Residential Complex, and once every three (3) years thereafter.

Contractor shall provide the owner or property manager with public education and outreach materials specifically developed for Multi-Family occupants including signs and placards which describe the requirements of the Recyclable Materials Collection program, including flyers and door hangers for distribution to tenants, signage for common areas such as laundry rooms, and move-in kits for new tenants.

C. Commercial Recycling Public Education, Outreach Program, and Community Events.

Contractor shall provide a Commercial Recycling Public Education and Outreach Program that is responsible for supporting Commercial Customer with recycling related education services. Contractor shall be responsible for preparing, and distributing signs at Commercial Premises that promote Recyclable Materials Collection services, describe the program requirements, and identify allowable and prohibited types of materials for Collection.

Immediately upon a new Customer's request for new service, Contractor shall notify Customer by phone or email of the Recyclable Materials Collection services offered by Contractor. Such notification shall be provided in English and Spanish and shall be provided prior to finalizing a Customer's request for a subscription to new service(s).

Contractor shall provide full on-site waste assessment and technical assistance to fifty (50) of the City's largest Commercial Customers (based on weekly Solid Waste generation) annually to assist in maximizing diversion. For all other Commercial Generators, Contractor shall provide technical assistance as needed or requested by the Commercial Customer.

D. Community Events.

At the direction of City, Contractor, at its own cost and expense, shall participate in and promote diversion information at community events and local venue activities as mutually agreed. Contractor participation shall include providing public educational and outreach information and promotional giveaways in an effort to promote the City's waste reduction and recycling program goals.

8.04 EMERGENCY SERVICES

Contractor shall provide emergency services at the City's request in the event of major accidents, disruptions, or natural calamities. Emergency services may include assistance handling, salvaging, processing, composting, recycling or disposing of Solid Waste following a major accident, disruption, or natural calamity. Contractor shall be capable of providing emergency services within twenty-four (24) hours of notification by the City or as soon thereafter as is reasonably practical. Emergency services, which exceed the Contractor's normal obligations hereunder, shall be compensated in accordance with the Rate Schedule in Appendix D. If Contractor cannot provide the requested emergency services, the City shall have the right to seek and contract with other service providers for the purposes of providing emergency services.

ARTICLE 9. OPERATIONS, EQUIPMENT, AND PERSONNEL

9.01 COLLECTION HOURS AND SCHEDULES

- A. Hours of Collection.** Single Family Residential Solid Waste, Recyclable Materials, and Green Waste Materials shall be collected on weekdays (i.e., Monday through Friday) between 6:00 a.m. and 6:00 p.m., or as otherwise consistent with the Vacaville Municipal Code as may be amended from time to time, exclusive of City Holidays. Multi-Family Premises and Commercial Collection shall occur between the hours of 6:00 a.m. and 6:00 p.m., or as otherwise consistent with the Vacaville Municipal Code as may be amended from time to time, Monday through Saturday. The City may modify the hours for Multi-Family Premises and Commercial Collection to resolve noise complaints.
- B. Route Schedules.** Routes over which Contractor's vehicles travel to effect the Collection shall be selected to minimize damage to City and private streets, and minimize inconvenience and disturbance to the public. New route schedules shall be subject to the approval of City prior to commencement of services. Contractor shall use due care to obey all traffic laws and prevent materials being transported from being spilled or scattered during transport.

Contractor shall be prepared to review its operations plan outlining the Collection routes, and Collection times for all materials Collected under this Agreement with the City annually upon City's request.

9.02 COLLECTION STANDARDS

- A. Servicing Containers And Missed Pick-Ups.** Contractor shall Collect the contents of each Container and return each Container to the location where the occupant placed the Container for Collection. Contractor shall place the Containers upright with lids properly closed and secured. Contractor shall use due care when handling Containers. Contractor shall not throw, roughly handle, damage, or break Containers.

Upon Customer's request, Contractor shall provide special services including unlocking and locking Containers; accessing Container locked enclosures and pulling or pushing Containers to the Collection vehicle. Contractor shall charge Customers for extra services at rates not exceeding the Rates therefor specified in Appendix D.

When notified of a missed pick-up, Contractor shall Collect the Solid Waste, Recyclable Materials, or Green Waste Materials on the day the notice is received, if possible, and in all cases shall Collect the missed pick-up by 6:00 p.m. of the next Collection day following receipt

of the missed pick-up notification, with the exception that if the notice is received on a Saturday or City Holiday, the missed Collection shall be required by 6:00 p.m. on the next regularly scheduled Collection day.

- B. New Customers and Change in Service Levels.** Contractor shall deliver Containers for a new Customer within five (5) Business Days of the Customer's request for service. If an existing Customer requests a change in the number or size of their Containers and/or frequency of service for Multi-Family and Commercial Customer's, the Contractor shall deliver additional Containers and/or remove Containers and shall initiate changes in the Collection services within five (5) Business Days of the Customer's request for a change in service.
- C. Separate Collection of Materials Within City.** Contractor shall separately collect and segregate Solid Waste, Recyclable Materials, and Green Waste Materials from each other and shall not commingle these materials at any time during the transportation or delivery of those materials.
- D. Set-Out Instructions to Customer.** Contractor shall instruct and educate Customers regarding placement of Solid Waste, Recyclable Materials, and Green Waste Materials in Containers. Customers not adhering to Contractor's instructions shall be notified in writing. In situations of repeated failure to comply with the instructions, Contractor may decline to pick-up the materials provided that Contractor leaves a Non-Collection Notice on the Container indicating the reason for refusing to Collect the material. Such Non-Collection Notices shall also identify the steps occupant must take to recommence Collection service.
- E. Non-Collection Notices.** Contractor may choose not to Collect materials for the following reasons: (i) materials set out as Recyclable Materials contain in excess of ten percent (10%) of materials other than Acceptable Materials; (ii) materials set out as Green Waste contain in excess of five percent (5%) of any materials other than Green Waste, and Food Waste permitted by Contractor to be disposed of with Green Waste; (iii) materials contain Hazardous Waste or Universal Waste; (iv) the loaded weight of a Container exceeds the maximum load limit specified by the manufacturer for that Container or Bin and/or the volume of the Container is exceeded and does not allow the lid to close to its normal loaded configuration. In such situations, Contractor shall issue Non-Collection Notices stating the reason(s) the materials were not collected. The Non-Collection Notice shall be affixed onto the Container in clear sight to ensure that it is viewed by the Customer. Contractor shall document Non-Collection Notices recording the date and time of issuance, address of service recipient, reason for issuance, name of employee who issued the notice, and truck and route numbers. The Non-Collection Notices must identify the steps the occupant must take to recommence Collection service. Contractor shall report monthly to City any Non-Collection Notices issued.
- F. Care of Private Property.** Contractor shall not damage private property and shall ensure that its employees close all gates opened in making Collections, do not cross landscaped areas, and do not climb or jump over hedges and fences. City shall refer Complaints about damage to private property to Contractor. Contractor shall repair, to its previous condition, all damage to private or public property caused by its employees.

Contractor shall endeavor to resolve all claims regarding damage to private property as soon as reasonably practicable following receipt thereof, made by property owners or occupants of property served by Contractor, for damages to property. In the event such damage shall have been caused by the negligence or intentional acts of Contractor, its officers, agents, or employees, Contractor shall promptly repair or replace such damaged property. Contractor is

required to repair damage and/or resolve claims regarding damage to property within thirty (30) Days of receipt of the complaint.

- G. Litter Control.** Any Solid Waste, Recyclables, or Green Waste Materials spilled or scattered during Collection or transportation operations, shall promptly be cleaned up by the Contractor. Contractor shall use due care to prevent vehicle oil, vehicle fuel, or other liquids from being spilled during Collection or transportation operations including maintenance of the Collection vehicles to minimize and correct any leaks. Contractor shall ensure that all liquid spills or leaked liquids or fluids are cleaned up promptly on the same day that they occur. Each Collection vehicle shall be equipped with protective gloves, a broom, and shovel at all times for cleaning up litter. Absorbent material shall be carried on each Collection vehicle and used by Contractor for cleaning up liquid spills.

Contractor shall cover all Debris Boxes, with a tarp, at the Collection location before transporting materials to the Designated Recycling Facility, the Designated Green Waste and Food Waste Compost Processing Facility, and/or the Designated Disposal Facility.

- H. Noise.** All Collection operations shall be conducted as quietly as possible and shall conform to applicable federal, state, county, and City noise level regulations. Contractor shall promptly resolve any Complaints of noise to the satisfaction of the City.
- I. Route Books and Route Maps.** For each Collection route, Contractor shall maintain a route book and route map that documents each Customer on the route, their service address, service level, and the order in which Customers shall be serviced. Contractor shall update route books and route maps to its Collection vehicle drivers as frequently as necessary. Contractor shall periodically check the routes to ensure that drivers are providing service in accordance with their route books. Contractor shall provide City with route books and maps on request.
- J. Change in Collection Schedule.** Contractor shall notify City a minimum of forty-five (45) Days prior to a change in the Single Family Residential Collection schedule and shall request approval of such notice prior to a change in service day, unless this requirement is waived in writing by City. Contractor shall notify Single Family Residential Premises in writing not later than thirty (30) Days prior to any change in the Single Family Residential Collection schedule, and shall provide a second written notice (either by cart/door hanger or by mail) one (1) week prior to the change.

9.03 VEHICLES

Contractor shall provide a fleet of Collection vehicles sufficient in number and capacity to efficiently perform the work required by the Agreement in strict accordance with its terms. Contractor shall have available sufficient back-up vehicles for each type of Collection vehicle used in the event of mechanical breakdowns, complaints, and emergencies. All Collection vehicles shall have leak proof bodies designed to prevent leakage, spillage and/or overflow and shall be designed so that collected materials are not visible. All vehicles shall comply with California Environmental Protection Agency (EPA) noise emission and the California Air Resources Board (CARB) Waste Collection Vehicle Regulations as established in the California Code of Regulations Title 13 Section 2700 et seq.

All collection vehicles shall be replaced after ten (10) years in service by a new collection vehicle employing compressed natural gas (CNG) or an equivalent commercially available alternative fuel technology.

Contractor shall have each vehicle identified with the Contractor's name, local telephone number, and a unique-vehicle identification number designated by Contractor for each vehicle. Contractor shall not place any other information or advertisement on Contractor vehicles, unless approved in writing by City.

Contractor shall maintain all of its vehicles used in providing service under this Agreement in a good, safe, neat, clean, and operable condition at all times.

Contractor shall annually have each Collection vehicle weighed at the Designated Recycling Facility and/or Disposal Facility to determine the unloaded weight ("tare weight") of the vehicle. Upon a major repair that could affect the Collection vehicle tare weight, Contractor shall have the Collection vehicle re-weighed to establish a new tare weight. Contractor shall not load vehicles in excess of vehicle legal limit.

9.04 CONTAINERS

Contractor shall provide Carts, Bins, and Debris Boxes Containers to all Customers as part of its obligations under the terms of this Agreement. Contractor provided Containers shall be designed and constructed to be watertight and prevent the leakage of liquids. All Containers shall be maintained in a safe, serviceable, and functional condition and be kept free of graffiti and any other unsightly markings as provided herein. Cart, Bin, and Debris Box Container sizes to be provided to Residential, Multi-Family, Commercial, and City Facility Customers are summarized in the following table:

Solid Waste	96 gallon Cart shall be the default size; 32 gallon on request; Leisure Town 96 gallon default, 32 gallon on request; Lifeline 96 gallon default, 32 gallon on request	32, 96 gallon Carts; 32 gallon Cart default equivalent per Multi-Family unit if not otherwise requested by Customer; 1, 2, 3, 4, and 6 Yard Bins	32, 96 gallon Carts, or 1, 2, 3, 4, and 6 Yard Bins
Recyclable Material	96 gallon Cart shall be the default size; 32 gallon on request with no price adjustment; Leisure Town no service; Lifeline 96 gallon default, 32 gallon on request	96 gallon Carts or 1, 2, 3, 4, and 6 Yard Bins	32, 96 gallon Carts, or 1, 2, 3, 4, and 6 Yard Bins
Green Waste Material	96 gallon Cart shall be the default size; 32 gallon on request with no price adjustment; Leisure Town no service; Lifeline no service	96 gallon Carts provided at Solid Waste Rates	96 gallon Carts provided at Solid Waste Rates

Contractor shall notify Single Family Residential Customers that they have the option of subscribing for 32-gallon Cart Solid Waste service, for which a separate Rate shall be provided. In addition, for the convenience of Single-Family and Multi-Family Residential Customers, Contractor shall make available

32-gallon Carts for Recyclable Materials and Green Waste at the Customer's request, it being understood that no separate Rate is associated with such Cart sizes.

Contractor shall differentiate based on color - Solid Waste, Recyclable Materials, and Green Waste Cart Containers so they are readily identifiable by Customers. Contractor shall label each Container with white, hot-stamped lettering, and in-mold or heavy duty vinyl adhesive labels with graphics, illustrations or artwork that clearly conveys the type of materials (e.g., Solid Waste, Recyclable Materials, Green Waste Materials) to be placed in the Container for Collection.

Contractor shall be responsible for steam cleaning and repainting all Containers (except Cart Containers provided to Single Family, Multi-Family and Commercial Customers) to present clean appearance and to ensure this equipment is safely maintained and operationally sound. If any Container is impacted by graffiti, Contractor shall remedy the situation within forty-eight (48) hours of being notified. Refurbished Containers shall be cleaned and repainted prior to placement into service. Contractor shall offer cleaning (or clean Container exchange) to Customers requesting such service, and shall charge Customers for such cleaning (or Container exchange) at rates not exceeding the Rate therefor set forth in Appendix D.

Contractor shall repair or replace all Containers damaged by Collection operations (e.g., vehicle apparatus interface) within five (5) Business Days of being notified by Customer or observing the damaged Container. If the repair or replacement cannot be completed within five (5) Business Days, the Contractor shall notify Customer and provide a Container of larger size until the proper Container can be replaced. Contractor shall replace Cart Containers that have been stolen, lost, or destroyed within five (5) Business Days at a rate not exceeding the Rate therefor set forth in Appendix D. Repairs to Cart Containers due to normal wear and tear by Customer shall be the responsibility of the Contractor and such Cart Containers shall be repaired or replaced at no charge to the Customer. Contractor shall offer Customer to exchange Containers for a Cart Container of a different size at no additional cost and shall replace Containers within five (5) Business Days of Customer request.

9.05 PERSONNEL

Contractor shall provide qualified drivers, mechanical, supervisory, Customer service representatives, clerical and other personnel as may be necessary to provide the services required by this Agreement. All Collection drivers shall be trained and qualified in the operation of Collection vehicles, and must have a valid license, of the appropriate class, issued by the California Department of Motor Vehicles. Contractor shall use the Class II California Department of Motor Vehicles employer "Pull Notice Program" to monitor its drivers for safety.

Contractor shall provide operational and safety training for all of its employees who operate Collection vehicles or equipment. Contractor shall train its employees involved in Collection to identify, and not to Collect, Hazardous Waste or Medical Waste. Upon the City's request, Contractor shall provide a copy of its safety policy and safety training program, the name of its safety officer, and the frequency of its trainings.

While performing services under this Agreement, all Contractor's employees performing field service shall be dressed in clean uniforms and shall wear visible identification that include the employee's name and/or employee number, and Contractor's name.

Contractor shall not permit its employees to demand or solicit, directly or indirectly, or accept any additional compensation, or gratuity from the public for Collection services or in exchange for additional Collection services.

Contractor shall employ only qualified personnel to serve the public in a courteous and helpful manner. Contractor shall use its best efforts to assure that all employees present a neat appearance and conduct themselves in a courteous manner. Contractor shall regularly train its employees in Customer courtesy, shall prohibit the use of loud or profane language, and shall instruct Collection employees to perform the work as quietly as possible. If any employee is found not to be courteous or not to be performing services in the manner required by this Agreement, Contractor shall take all appropriate corrective measures.

Contractor shall adopt policies and procedures consistent with State and federal law that ensure an alcohol and drug-free workplace. The policies and procedures shall prohibit an employee from operating Contractor equipment and vehicles (whether on or off duty) while under the influence of alcohol or drugs. The purpose of these policies and procedures is to ensure public safety and workplace safety, productivity, efficiency, and the quality of Contractor's service to customers.

9.06 HAZARDOUS WASTE INSPECTION AND HANDLING

Contractor reserves the right to inspect Solid Waste, Recyclable Materials, Green Waste Materials, and other materials put out for Collection and to reject Solid Waste, Recyclable Materials, Green Waste Materials, and other materials observed to be contaminated with Hazardous Waste and not to Collect Hazardous Waste put out with Solid Waste, Recyclable Materials, and Green Waste Materials. Contractor shall have an active load inspection program that includes personnel and training, load checking activities, management of wastes and record keeping and emergency procedures. Contractor's load checking personnel, including its Collection vehicle drivers, shall be trained in: (i) the effects of Hazardous Substances on human health and the environment; (ii) identification of prohibited materials; and (iii) emergency notification and response procedures. Collection vehicle drivers shall inspect Containers before Collection when practical.

Under no circumstances shall Contractor's employees knowingly collect Hazardous Waste or remove unsafe or poorly containerized Hazardous Waste from a Collection Container. If Contractor determines that material placed in any Container for Collection is Hazardous Waste or other material that may not legally be accepted or safely processed at the Designated Recycling Facility or Designated Disposal Facility or presents a hazard to Contractor's employees or those at the facilities, the Contractor shall have the right to refuse to accept such material. The Contractor shall, before leaving the Premises, leave a Non-Collection Notice, which indicates the reason for refusing to collect the material and lists the phone number for resources. Contractor's environmental technician shall be notified to address the issue with the Customer and shall be required to guide the Customer to safely containerizing the Hazardous Waste and explain the Customer's options for proper disposal of such material.

If Hazardous Waste is found in a Collection Container or Collection area that could possibly result in imminent danger to people or property, the Contractor shall immediately notify the City's Fire Department using the 911 emergency telephone number. The Contractor shall notify the City of any Hazardous Waste identified in Containers or left at any Premises within twenty-four (24) hours of identification of such material.

Contractor shall not knowingly deliver Hazardous Material to the Designated Recycling or Designated Disposal Facility. The operators of the Designated Recycling and Designated Disposal Facilities shall use reasonable business efforts and standard industry practices to detect and discover Hazardous Material at the facility and shall not knowingly accept such materials.

If the Designated Recycling Facility or Designated Disposal Facility identifies Hazardous Materials in the materials delivered by Contractor before the materials are unloaded at the facility, the Designated Recycling Facility or Designated Disposal Facility operator has the right to reject the load and direct the

Contractor to cause removal and disposal of the Hazardous Material in a safe and lawful manner, at the sole expense of the Contractor. The Contractor shall make a good faith effort to recover the cost of any transportation and Disposal from the Customer, and the cost of this effort, as well as the cost of Disposal shall be chargeable to the Customer to the extent allowed by federal, state or local law.

Contractor shall comply with emergency notification procedures required by Applicable Laws and regulatory requirements. Contractor shall notify all applicable agencies. In addition to other required notifications, if Contractor observes any substances which it or its employees reasonably believe or suspect to contain Hazardous Waste unlawfully disposed of or released on any City property, including storm drains, streets or other public rights of way, Contractor shall immediately notify the City.

All records required by regulations shall be maintained at the Contractor's Facility. These records shall include waste manifests, waste inventories, waste characterization records, inspection records, incident reports, and training records. Contractor shall maintain records showing the types and quantities, if any, of Hazardous Waste found in Solid Waste, Recyclable Materials, and Green Waste Materials which was inadvertently collected from Customers within the Service Area.

9.07 COMMUNICATION AND COOPERATION WITH CITY

The Contractor's general manager shall have e-mail capabilities to enable the City and the Contractor to communicate via e-mail. Contractor's general manager shall respond to City email correspondence within twenty-four (24) hours.

On a monthly basis, Contractor shall meet with the City to discuss operations, diversion programs, quality and reliability of Collection services, and compliance with the terms of the Agreement. At each meeting, the City, and Contractor shall have the opportunity to present and discuss operations and service issues and remediation.

City shall have the right, but not the obligation, to observe and inspect all of the Contractor's operations under this Agreement. City shall have the right to enter Facilities used by Contractor during operating hours, speak to any of Contractor's employees and receive cooperation from such employees in response to inquiries. Upon two (2) Business days notice, City may review and copy any of Contractor's operational and business records related to this Agreement.

ARTICLE 10. RECORD KEEPING AND REPORTING

10.01 GENERAL RECORD KEEPING PROVISIONS

In addition to the record keeping and audit provisions set forth in Vacaville Municipal Code Section 8.08.050.F as amended from time to time, Contractor shall maintain records required to conduct its operations, to support requests it may make to City, and to respond to requests from City. All records shall be maintained for five (5) years after the expiration or early termination of this Agreement.

Contractor agrees that the records of any and all companies conducting operations addressed in the Agreement shall be provided or made available to City and its official representatives for review. The City, its representatives and other agents shall have the right, during regular business hours, to conduct on-site inspections and review of the records of Contractor and to make copies of any documents relevant to this Agreement.

Contractor shall maintain copies of all Billings and Billing collections records or copies of billing summary reports for five (5) years, following the date of Billings, for inspection and verification by City.

10.02 MONTHLY REPORTS

Contractor shall prepare and submit Monthly reports to the City described in this Article. Each Monthly report shall present the information below for the reporting month and shall be submitted to the Director of Public Works or his/her designee on the 10th of each subsequent month.

A. Tonnage Information. Contractor shall provide the Tonnage information requested below by Service and Material type on a monthly basis.

1. Tonnage information for Solid Waste, Recyclables, Green Waste materials and street sweeping collected;
2. Diversion level for all material types;
3. Call center data;
4. Account summary (number of accounts per service type and service level);
5. Incident report (vehicle, safety, etc.);
6. HHW Facility Operating Metrics;
7. CRV Buy-Back Center Metrics; and
8. Special events and venues.

10.03 QUARTERLY REPORTS

Contractor shall prepare and submit the Quarterly reports to the City described in this Article. Each Quarterly report shall present the information below for the reporting months of that quarter. Quarterly reports shall be submitted to the Director of Public Works or his/her designee on the last day of the month following the end of the quarter.

1. Tonnage information for Solid Waste, Recyclables, Green Waste materials and street sweeping collected;
2. Diversion level for all material types;
3. Call center data;
4. Franchise fees;
5. Account summary;
6. Summary of significant accomplishments;
7. Hazardous waste and CRV records;
8. Construction and demolition reporting;

9. Residential and commercial public education and outreach programs conducted or held and their status and results.

10.04 ANNUAL REPORTS

Contractor shall prepare and submit Annual reports to the City described in this Article. Each Annual report shall present the information below for each of the preceding twelve (12) months. Annual reports shall be submitted to the Director of Public Works or his/her designee on the last day of the month following the end of the year.

Annual Reports

1. Summary of the quarterly reports.
2. Diversion reporting.
3. Operational information.
4. Customer account information.
5. Customer service operations.
6. Summary of significant accomplishments.
7. Summary of quarterly franchise fee payments.
8. Public education plan.
9. Special Event Reporting.
10. Community Activities reporting.
11. HHW Facility Operating reporting.
12. CRV Buy Back Center reporting.
13. Holiday tree collection services.
14. Construction and Demolition reporting.

ARTICLE 11. FRANCHISE FEES AND OTHER PAYMENTS TO CITY

11.01 Franchise Fees. City and Contractor acknowledge that this exclusive franchise is a special privilege that the City has the power to bestow pursuant to Public Resources Code sections 40059 and 49300. In consideration of the exclusive franchise granted to Contractor in this Agreement and to reimburse City for the administrative and other costs incurred by City in administering this Agreement, Contractor shall pay to City a Franchise Fee based on the following schedule.

Year Beginning	Franchise Fee Percentage
July 1, 2012 *	10%
July 1, 2013	10%
July 1, 2014	11%
July 1, 2015	11%
July 1, 2016	12%
July 1, 2017	12%
July 1, 2018	13%
July 1, 2019	13%
July 1, 2020	14%
July 1, 2021	14%

* In respect of the period from the Effective Date through December 31, 2012, Contractor agrees to pay City a Franchise Fee calculated as if this Agreement had taken effect on July 1, 2012. In accordance with the methodology and payment schedule described below, the total amount of the Franchise Fee for such period shall be Eight Hundred Nine Thousand, Two Hundred Fifty Dollars and Zero Cents (\$809,250.00), and shall be payable in two equal installments of Four Hundred Four Thousand, Six Hundred Twenty Five Dollars and Zero Cents (\$404,625.00) due on October 20, 2012 and January 20, 2013.

The Franchise Fee for a given contract year (July 1 - June 30) shall be calculated by applying the percentage indicated in the table above to the Base Amount. As of July 1, 2012, the Base Amount shall be Sixteen Million One Hundred Eighty Five Thousand Dollars and Zero Cents (\$16,185,000). Beginning January 1, 2013, and each January 1st thereafter, the Base Amount shall be adjusted by the percentage increase in CPI over the most recent twelve (12) month period ending in August, subject to a maximum increase of five percent (5%) per year.

Attached hereto as Appendix E is an example of the calculation of Franchise Fee payments and adjustments pursuant to the above methodology. This example is intended as an illustration only. In the event of any conflict between Appendix E and this Article 11.01, this Article shall govern.

On or before the twentieth (20th) day after the end of each calendar quarter (i.e. October 20, January 20, April 20, and July 20), Contractor shall pay to City the amount of the Franchise Fee due during that quarter. Contractor shall provide, concurrently with the payment of fees, a statement showing the calculation of the Franchise Fee. If a fee is not paid on time, Contractor shall pay a late payment charge equal to two percent (2%) of the amount not timely paid, which shall be added to the balance due. Contractor shall also pay interest of two percent (2%) on any overdue balance for each thirty (30) Day period that such balance remains unpaid, which shall be added to the balance due.

City may from time to time adjust the amount of the Franchise Fees described in this Article and may approve other fees on the Contractor, provided, however, that Contractor shall not be

required to pay any increased Franchise Fees or any other fees to City until City and Contractor have met and conferred regarding the changes and such new or increased Franchise Fees or other fees are reflected in an adjustment to Rates.

- 11.02 Advance Payment of Franchise Fees.** At the City's sole option, Contractor shall pay Franchise Fees above ten percent (10%) over the remaining term of the Agreement in a one-time lump sum amount. The lump sum amount shall be calculated by discounting to a present value, the stream of Franchise Fees in excess of ten percent (10%) over the remaining term of this Agreement, through June 30, 2022. For purposes of the calculation (i) the discount rate shall be the Wall Street Journal Prime Rate as published in the Wall Street Journal on the calculation date plus one-half percent (0.5%), and (ii) the Base Amount in future years shall be estimated by escalating the current Base Amount each January 1 by the percentage change in CPI over the 12-month period ending in August 2012.

City has the right to exercise this option through and including June 30, 2013, after which if the option is not exercised the option will terminate on its own terms. If City exercises this option, then, notwithstanding Article 11.01 or any other provision of this Agreement, the Franchise Fee percentage shall be ten percent (10%) per year over the remaining term of this Agreement, through June 30, 2022.

- 11.03 Other Payments to City.** To compensate City for solid waste consultant expenses incurred by the City, Contractor shall pay to City upon Contractor's execution of this Agreement the sum of One Hundred Thirty Thousand Dollars (\$130,000).

ARTICLE 12. CONTRACTOR'S RATES

The initial Contractor Rates governing charges to Customers for various services were proposed by Contractor and accepted by City and are set forth in Appendix D. The Rates contained in Appendix D (Schedule of Rates) and the revenue received from demurrage and the sale of Recyclables pursuant to this Agreement are the only source of compensation to Contractor for provision of Services. Contractor shall bill Customers and collect payment in accordance with Article 8.

12.01 ADJUSTMENT OF RATES

- A. Annual Rate Adjustment.** Commencing on January 1, 2013, and each January 1 thereafter, Contractor shall be entitled to adjust each Rate by an amount equal to the percentage increase in CPI over the most recent twelve (12) month period ending in August, multiplied by the then-current Rate for each service. Notwithstanding the above, in no event shall any annual Rate adjustment pursuant to this Article 12.01.A exceed five percent (5%).
- B.** Contractor shall not make any other Rate adjustments following January 1 of each year, until the following January 1st.
- C. Special Rate Adjustment.** In addition to the Rate adjustments contemplated by Article 12.01.A or other provisions of this Agreement, and no more than once annually, Rates shall be adjusted from time to time in an amount sufficient to cover Contractor's reasonable increased costs (or decreased revenues) in connection with any of the following (each, an "Eligible Event") occurring after the Signature Date: (i) a Change in Law, or (ii) an increase in governmental fees and charges payable by Contractor at any Designated Facility. Upon Contractor's assertion of an Eligible Event, Contractor and City shall meet and confer regarding the existence and nature of the Eligible Event and its impact on Contractor's costs, revenues and

operations. Contractor shall bear the burden of justifying any such adjustment, and shall be deemed to have satisfied its burden upon providing substantial evidence (a) that an Eligible Event has occurred or will occur, (b) that such Eligible Event has caused or will cause Contractor to incur increased costs (or decreased revenues), and (c) that the amount of such increased costs (or decreased revenues) is reasonable. Contractor shall provide City with such additional information as City may reasonably request in order to evaluate Contractor's application. If City determines that Contractor satisfied its burden, which determination shall not be unreasonably withheld, City shall use its best efforts to cause the Rate adjustment to be heard by the City Council within 90 days of Contractor's application. If Contractor submits its application before September 30 of a given year, the Rate adjustments pursuant to this section shall take effect on January 1 of the following year, unless otherwise agreed by City and Contractor. Rate adjustments pursuant to this section shall be established in such a manner as to generate sufficient additional revenue to Contractor to cover Contractor's reasonable increased costs (or decreased revenues) resulting from the Eligible Event, whether incurred before or after Contractor's application or the effective date of the Rate adjustment. Contractor's reasonable increased costs shall include a reasonable profit margin on all operational costs (but not on disposal and processing fees and governmental fees, which shall be a pass-through). As of the Signature Date, Contractor is not aware of any laws, statutes, rules or regulations that have been enacted or promulgated but have not yet taken effect, and that would reasonably be expected to increase Contractor's costs of providing services hereunder.

- D. In addition to the Rate adjustments contemplated by Article 12.01.A, 12.01.C, or other provisions of this Agreement, and no more than once annually, Rates may be decreased in an amount commensurate with the reduced costs (including, but not limited to, an associated profit margin on operational costs) to Contractor as a result of a termination of or change in the scope of services or programs provided, which termination or change is effected pursuant to Article 15.09. City and Contractor shall meet and confer regarding such Rate adjustment and City shall bear the burden of justifying any such adjustment. Contractor shall cooperate with City and provide any information reasonably required by City to determine the reduction in costs to Contractor resulting from termination or modification of the scope of services or of a program. Any Rate adjustments shall take effect as set forth in Article 12.01.C., above.

12.02 NOTICE OF ADJUSTED RATES

Contractor shall provide City with written notice of its intent to adjust the Rates as provided for in this Article 12 and Appendix D at least forty-five (45) days prior to the effective date of the Rate adjustment. Contractor shall provide all Customers with written notice of approved Rate adjustments, in the form of a bill insert, at least one billing cycle prior to the effective date of each Rate adjustment.

ARTICLE 13. INDEMNITY, INSURANCE, BOND, GUARANTY

13.01 INDEMNIFICATION

A. General Indemnification

In addition to any other indemnity obligations set forth herein and to the extent allowed or not limited by Applicable Law, Contractor shall indemnify, defend and hold harmless City, its officers, officials, employees, volunteers, and agents (collectively, the "Indemnitees"), from and against (i) any and all liability, penalty, claim, demand, action, proceeding or suit, of any and every kind and description, whether judicial, quasi-judicial or administrative in nature, (ii) any and all loss including, but not limited to, injury to and death of any person and damage to property, and (iii) contribution or indemnity

demanded by third parties (collectively, the "Claims"), arising out of or occasioned in any way by, directly or indirectly, Contractor's or any of its officers, officials, employees, volunteers, agents or subcontractors' performance of, or failure to perform, its obligations under this Agreement. The foregoing indemnity shall not apply to the extent that a Claim is caused solely by the active negligence or intentional misconduct of the Indemnitees, but shall apply if the Claim is caused by the joint negligence of Contractor and other persons, including an Indemnitee. Upon the allegation, assertion or occurrence of any Claim, Contractor shall defend (with attorneys reasonably acceptable to City) the Indemnitees. **CONTRACTOR'S DUTY TO DEFEND, INDEMNIFY, AND HOLD HARMLESS INDEMNITEES SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.**

B. Hazardous Waste Indemnification

In addition to any other indemnity obligations set forth herein and to the extent allowed or not limited by Applicable Law, Contractor shall indemnify, defend (with counsel reasonably acceptable to City), and hold harmless the Indemnitees against all claims, of any kind whatsoever paid, incurred or suffered by, or asserted against Indemnitees arising from or attributable to any repair, cleanup or detoxification, or preparation and implementation of any removal, remedial, response, closure or other plan concerning any Hazardous Waste released, spilled or disposed of by Contractor or any of its officers, officials, employees, volunteers, agents or subcontractors' pursuant to this Agreement. The foregoing indemnity is intended to operate as an agreement pursuant to Section 107(e) of the Comprehensive Environmental Response, Compensation and Liability Act, ("CERCLA"), 42 U.S.C. Section 9607(e), and California Health and Safety Code Section 25364, to defend, protect, hold harmless and indemnify Indemnitees from liability. Notwithstanding the foregoing, Contractor is not required to indemnify the Indemnitees against claims arising from Contractor's delivery of Solid Waste, Recyclable Materials or Green Waste Materials to any of the Designated Facilities, or their processing or Disposal at such facilities, or their subsequent delivery to other locations, unless such claims are due to Contractor's negligence or willful misconduct. **CONTRACTOR'S DUTY TO DEFEND, INDEMNIFY, AND HOLD HARMLESS INDEMNITEES SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.**

C. California Integrated Waste Management Act Indemnification

In addition to any other indemnity obligations set forth herein and to the extent allowed or not limited by Applicable Law, Contractor agrees to indemnify, defend (with counsel reasonably acceptable to City), and hold harmless the Indemnitees against (i) all fines and/or penalties imposed by CalRecycle, the Local Enforcement Agency (LEA), or any other governmental entity with jurisdiction and (ii) all claims, actions, causes of action, damages, liability, fines, penalties, or other liabilities arising from City's failure to comply with AB 939 or AB 341, or meet any Diversion, source reduction and Recycling goals, or to provide information in a timely manner, in each of (i) and (ii) to the extent caused or contributed to by Contractor's failure to comply with laws, regulations or permits issued or enforced by CalRecycle, the LEA, or other governmental entity with jurisdiction, or caused or contributed to by the Contractor's negligence, willful misconduct, or failure to perform its obligations under this Agreement. This indemnity obligation is subject to the limitations and conditions in Public Resource Code Section 40059.1 as may be amended or renumbered from time to time, but is enforceable to the maximum extent allowed by that Section. **CONTRACTOR'S DUTY TO DEFEND, INDEMNIFY, AND HOLD HARMLESS INDEMNITEES SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.**

D. Indemnity Against Challenges To Agreement

In addition to any other indemnity obligations set forth herein and to the extent allowed or not limited by Applicable Law, Contractor shall indemnify, defend (with counsel reasonably acceptable to City) and

hold harmless City, and its officers, officials, employees, volunteers, and agents (collectively, the "Indemnitees") from and against any and all liability, claim, demand, action, proceeding or suit of any and every kind and description brought by a third person challenging the process by which this Agreement was negotiated or awarded, provided that the City provides reasonable, non-financial cooperation with Contractor in connection with such defense. CONTRACTOR'S DUTY TO DEFEND, INDEMNIFY, AND HOLD HARMLESS INDEMNITEES SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

13.02 INSURANCE

A. Types and Amounts of Coverage. Contractor shall procure from an insurance company or companies admitted to do business in the State of California, and shall maintain in force at all times during the Term, the following types and amounts of insurance:

1. **Workers' Compensation and Employer's Liability.** Contractor shall maintain workers' compensation insurance covering its employees in statutory amounts and otherwise in compliance with the laws of the State of California. Contractor shall maintain employer's liability insurance in an amount not less than One Million Dollars (\$1,000,000) per accident or disease.
2. **Comprehensive General Liability.** Contractor shall maintain comprehensive general liability insurance with a combined single limit of not less than Ten Million Dollars (\$10,000,000) per occurrence covering all claims and all legal liability for personal injury, bodily injury, death, and property damage, including the loss of use thereof, arising out of, or occasioned in any way by, directly or indirectly, Contractor's performance of, or its failure to perform, services under this Agreement. The insurance required by this subsection shall include:
 - (a) Premises Operations (including use of owned and non-owned equipment);
 - (b) Personal Injury Liability with employment exclusion deleted;
 - (c) Broad Form Blanket Contractual with no exclusions for bodily injury, personal injury or property damage (including coverage for the indemnity obligations contained herein);
 - (d) Owned, Non-Owned, and Hired Motor Vehicles;
 - (e) Broad Form Property Damage.

The comprehensive general liability insurance shall be written on an "occurrence" basis (rather than a "claims made" basis) in a form at least as broad as the most current version of the Insurance Service Office commercial general liability occurrence policy form. If occurrence coverage is not obtainable, Contractor must arrange for "tail coverage" on a claim made policy to protect City from claims filed within four years after the expiration or earlier termination of this Agreement relating to incidents that occurred prior to such expiration or termination.

3. **Automobile Liability.** Contractor shall maintain automobile liability insurance covering all vehicles used in performing service under this Agreement with a combined single limit

of not less than Ten Million Dollars (\$10,000,000) per occurrence for bodily injury and property damage.

4. **Pollution (Environmental Impairment) Liability.** Contractor shall maintain pollution liability insurance coverage of not less than Ten Million Dollars (\$10,000,000) per occurrence covering claims for on-site, under-site, or off-site bodily injury and property damage as a result of pollution conditions arising out of its operations under this Agreement.
- B. Acceptability of Insured.** The insurance policies required by this Article shall be issued by an insurance company or companies admitted to do business in the State of California, subject to the jurisdiction of the California Insurance Commissioner, and with a rating classification in the most recent edition of Best's Insurance Reports of A-VII or better.
- C. Required Endorsements.** Without limiting the generality of Articles 13.02.A and B, the policies shall contain endorsements in substantially the following form:
1. **Workers' Compensation and Employers' Liability Policy.**
 - (a) "Thirty (30) Days prior written notice shall be given to the City of Vacaville in the event of cancellation or non-renewal of this policy." Such notice shall be sent to:

City of Vacaville – Public Works Department
650 Merchant Street
Vacaville, CA 95688
Attention: Director of Public Works
 - (b) "Insurer waives all right of subrogation against the City and its officers and employees for injuries or illnesses arising from work performed for City."
 2. **Comprehensive General Liability Policy; Automobile Liability Policy; Pollution Liability Policy; and Hazardous Materials Policy.**
 - (a) "Thirty (30) Days prior written notice shall be given to the City of Vacaville in the event of cancellation, reduction of coverage, or non-renewal of this policy." Such notice shall be sent to:

City of Vacaville – Public Works Department
650 Merchant Street
Vacaville, CA 95688
Attention: Director of Public Works
 - (b) "The City, its officers, officials, employees, agents, and volunteers are to be named as additional insureds for all liability arising out of the operations by or on behalf of the named insured including but not limited to bodily injury, death, and property damage or destruction arising in any respect directly or indirectly in the performance of this Agreement. ISO form CG 2010 (11/85) or its equivalent is required. The endorsement must include both on-going operations and products and completed operations coverage."

- (c) "This policy shall be considered primary and non-contributory insurance as respects any other valid and collectible insurance maintained by the City, including any self-insured retention or program of self-insurance, and any other such insurance shall be considered excess insurance only."
- (d) "Inclusion of the City as an insured shall not affect the City rights as respects any claim, demand, suit or judgment brought or recovered against the Contractor. This policy shall protect Contractor and the City in the same manner as though a separate policy had been issued to each, but this shall not operate to increase the company's liability as set forth in the policy beyond the amount shown or to which the company would have been liable if only one party had been named as an insured."

- D. Deductibles.** The liability policies described in Article 13.02.A (2) and (3) may contain deductibles and self-insured retentions. The deductibles may not exceed Fifty Thousand Dollars (\$50,000) per occurrence and must be limited by an annual cap of no more than One Hundred Thousand Dollars (\$100,000) in any policy year. The self-insured retentions may not exceed Five Hundred Thousand Dollars (\$500,000) per occurrence. The deductible and self-insured retention amounts may be adjusted by mutual agreement of the parties.

In limited instances the City may consider accepting additional self-insured retentions, depending upon the financial assets and stability of the Contractor. No more often than once annually throughout the term of this Agreement, or any extensions hereof, Contractor may request the ability to substitute a self-insured retention in lieu of certain insurance requirements. When such a request is made, Contractor shall provide City access to all of its pertinent financial records and Contractor's accountants so that City can perform its due diligence and effectively evaluate the financial stability of the Contractor and the ability of the Contractor to cover any potential risks and claims in light of its request to self-insure. City's decision whether to consider such a request and/or allow or disallow Contractor to self-insure is in the sole discretion of City.

- E. Delivery of Proof of Coverage.** Upon request, Contractor shall furnish City one or more certificate(s) of insurance on a standard ACORD form substantiating that each of the coverage's required hereunder is in force, in form and substance satisfactory to City. Such certificates shall show the type and amount of coverage, effective dates and dates of expiration of policies and shall be accompanied by all required endorsements. In addition, Contractor shall furnish City with copies of all required endorsements listed above. If City requests, copies of each insurance policy, together with all endorsements, shall also be promptly delivered to City. Contractor shall furnish renewal certificates and endorsements to City to demonstrate maintenance of the required coverage's throughout the term. If City requests, copies of each insurance policy, together with all endorsements, shall also be promptly delivered to City. Contractor shall furnish renewal certificates and endorsements to City to demonstrate maintenance of the required coverage's throughout the term.

F. Other Insurance Requirements.

1. In the event performance of any services is delegated to a subcontractor, Contractor shall require such subcontractor to provide statutory workers' compensation insurance and employer's liability insurance, with the same minimum insurance coverage as the Contractor, for all of the subcontractor's employees engaged in the work. Contractor shall include all subcontractors as insureds under its general liability and automobile liability policies or shall furnish to the City for review and approval separate certificates and

endorsements for each subcontractor. All subcontractors must provide the same insurance coverage as the Contractor unless specifically excluded in writing by the City's Risk Manager.

2. Contractor shall comply with all requirements of the insurers issuing policies. The carrying of insurance shall not relieve Contractor from any obligation under this Agreement, including those imposed in this Article. If any claim is made by any third person against Contractor or any subcontractor on account of any occurrence related to this Agreement, other than claims by employees for work-related incidents, Contractor shall promptly report the facts in writing to the insurance carrier and to the City.
3. If Contractor fails to procure and maintain any insurance required by this Agreement, City may take out and maintain such insurance as it may deem proper and may require Contractor to reimburse it for the cost incurred within thirty (30) Days and/or deduct the cost from any monies due Contractor. City may also treat the failure as a Contractor Default.
4. City is not responsible for payment of premiums for or deductibles under any required insurance coverages.
5. Any excess or umbrella policies shall be written on a "following form" basis.
6. All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Contractor shall not make any reductions in scope of coverage that may affect City's protection without City's express prior written consent.

13.03 PERFORMANCE BOND

Contractor shall file with City a bond, payable to City, securing Contractor's faithful performance of each and every one of its obligations under this Agreement. The principal sum of the bond shall be One Million Dollars (\$1,000,000). The bond shall be executed as surety by a corporation authorized to issue surety bonds in the State of California, with a financial condition and record of service satisfactory to the City and an A.M. Best or Standard and Poors rating of no less than "A-". The bond shall be in a form specified by the City. Alternatively, Contractor may deposit a letter of credit or open a certificate of deposit in the name of the City to be held to secure Contractor's faithful performance. The performance bond shall be maintained in force for the duration of this Agreement. Contractor shall pay the premium for the bond.

13.04 IMPACT OF INSURANCE

Acceptance of insurance certificates or endorsements required under this Agreement does not relieve Contractor from liability under this Article 13 or any other indemnity provision herein.

ARTICLE 14. DEFAULT AND REMEDIES

14.01 EVENTS OF DEFAULT.

Each of the following shall constitute an event of default ("Contractor Default"):

- A. Contractor fails to perform its obligations under any other Article of this Agreement and its failure to perform is not cured within ten (10) Days after written notice from City, provided that if the nature of the breach is such that it shall reasonably require more than ten (10) Days to cure, Contractor shall not be in default so long as it promptly commences the cure and diligently proceeds to completion of the cure, and provided further that neither notice nor opportunity to cure applies to events described in subsections B through F.
- B. Contractor ceases to provide collection and transportation services for a period of two (2) Business Days for any reason within the Contractor's control.
- C. Contractor files a voluntary petition for relief under any bankruptcy, insolvency or similar law.
- D. An involuntary petition is brought against Contractor under any bankruptcy, insolvency or similar law which remains undismissed or unstayed for ninety (90) Days.
- E. Contractor fails to furnish a replacement bond or a continuation certificate of the existing bond not less than ten (10) Days before expiration of the performance bond, as required by Article 13 or fails to maintain all required insurance coverages in force.
- F. A representation or warranty contained in Article 2 proves to be false or misleading in a material respect as of the date such representation or warranty was made.

14.02 RIGHT TO TERMINATE UPON DEFAULT

- A. Upon any Contractor Default, City may terminate this Agreement. Such termination shall be effective thirty (30) Days after City has given notice of termination to Contractor, except that such notice may be effective in a shorter period of time, or immediately, if the Contractor Default is one which endangers the health, welfare or safety of the public, such as the failure to collect all or substantially all Solid Waste, Recyclable Materials, or Green Waste Materials and Street Sweeping Services for the period of two (2) Business Days. Notice may be given orally in person or by telephone to the representative of Contractor designated in or under Article 15 and shall be effective thirty (30) days after the notice is served unless the notice sets forth a shorter period of time. Written confirmation of such oral notice of termination shall be sent by personal delivery, facsimile, or other expedited means of delivery to Contractor within twenty-four (24) hours of the oral notification at the address shown in Article 15.
- B. In accordance with Article 14.07.D, City may also terminate this Agreement, if Contractor's ability to perform is prevented or materially interfered with by a cause which excuses performance under Article 14.07.D, despite the fact that nonperformance in such a case is neither a breach nor a Contractor Default.

14.03 SPECIFIC PERFORMANCE

By virtue of the nature of this Agreement, the urgency of timely, continuous and high-quality service, the lead time required to effect alternative service, and the rights granted by City to Contractor, the remedy of damages for a breach hereof by Contractor is inadequate and City shall be entitled to injunctive relief.

14.04 DAMAGES

Contractor shall be liable to City for all direct, indirect, special, and consequential damages arising out of Contractor's Default. This Article is intended to be declarative of existing California law.

14.05 CITY'S REMEDIES CUMULATIVE

City's rights to terminate this Agreement, to obtain specific performance, and to perform under Article 14 are not exclusive, and City's exercise of one such right shall not constitute an election of remedies. Instead, they shall be in addition to any and all other legal and equitable rights and remedies that City may have.

14.06 CITY DEFAULT

City shall be in default under this Agreement ("City Default") in the event City commits a material breach of the Agreement and fails to cure such breach within thirty (30) Days after receiving notice from the Contractor specifying the breach, provided that if the nature of the breach is such that it shall reasonably require more than thirty (30) Days to cure, City shall not be in default so long as City promptly commences the cure and diligently proceeds to completion of the cure.

14.07 EXCUSE FROM PERFORMANCE

- A. Force Majeure.** Neither party shall be in default of its obligations under this Agreement in the event, and for so long as, it is impossible or extremely impracticable for it to perform its obligations due to an "act of God" (including, but not limited to, flood, earthquake or other catastrophic events), war, insurrection, riot, labor unrest (including strike, work stoppage, slowdown, sick out, picketing, or other concerted job action), or other similar cause not the fault of, and beyond the reasonable control of, the party claiming excuse (each such cause event or cause, an "event of Force Majeure"). A party claiming excuse under this Article must (i) have taken reasonable precautions, if possible, to avoid being affected by the cause, and (ii) notify the other party in writing as provided in subsection C, below.
- B. Obligation to Restore Ability to Perform.** Any suspension of performance by a party pursuant to this Article shall be only to the extent, and for a period of no longer duration than, required by the nature of the event, and the party claiming excuse shall use its best efforts to remedy its inability to perform as quickly as possible and to mitigate damages that may occur as result of the event.
- C. Notice.** The party claiming excuse shall deliver to the other party a written notice of intent to claim excuse from performance under this Agreement by reason of an event of Force Majeure. Notice required by this Article shall be given promptly in light of the circumstances, but in any event not later than five (5) Days after the occurrence of the event of Force Majeure. Such notice shall describe in detail the event of Force Majeure claimed, the services impacted by the claimed event of Force Majeure, the expected length of time that the party expects to be prevented from performing, the steps which the party intends to take to restore its ability to perform, and such other information as the other party reasonably requests.
- D. City's Rights in the Event of Force Majeure.** The partial or complete interruption or discontinuance of Contractor's services caused by an event of Force Majeure shall not constitute a Contractor Default. Notwithstanding the foregoing: (i) if Contractor is unable to collect and dispose of all or substantially all Solid Waste as required by this Agreement for a period of two (2) or more consecutive Business Days as a result of an event of Force Majeure (a "Failure to Collect"), City shall have the right, but not the obligation, to (i) make use of Contractor's facilities and equipment, and (ii) perform or engage one or more third parties to perform substitute Collection services, temporarily until such time as Contractor is able to resume performance or this Agreement is terminated. If Contractor is unable to resume

performance within thirty (30) days, City may immediately terminate the Agreement under this clause upon notice to Contractor. During the period during which such substitute Collection services are being performed, Contractor shall continue to bill and collect from Customers for all Collection services, but shall reimburse City for its reasonable costs incurred in providing or arranging for such substitute Collection services. Contractor agrees to cooperate with City in providing or arranging for substitute Collection services, including by making available route and operational information reasonably necessary to perform such services.

- E. Assurance of Performance.** If Contractor (i) persistently suffers the imposition of any labor unrest including work stoppage or slowdown, sickout, picketing or other concerted job action; (ii) appears in the reasonable judgment of City to be unable to regularly pay its bills as they become due; (iii) is the subject of a civil or criminal proceeding brought by a federal, state, regional or local agency for violation of applicable law in the performance of this Agreement; (iv) or performs in a manner that causes City to be uncertain about Contractor's ability and intention to comply with this agreement, City may, at its option and in addition to all other remedies it may have, demand from Contractor reasonable assurances of timely and proper performance of this agreement, in such form and substance as City may reasonably require. Failure of Contractor to provide reasonable assurances pursuant to this section shall be a material breach of this Agreement.

14.08 CRIMINAL ACTIVITY OF CONTRACTOR

- A. Notice.** As used in this article, the parent company of Contractor, its subsidiaries, and the Contractor are together referred to as the "Contractor Parties." Contractor shall immediately notify City of any Convictions or Pleas described in this subsection that directly and substantially relate to providing Services under this Agreement (such Convictions or Pleas collectively, "Criminal Activity").
1. **"Convictions".** "Convictions" means any criminal conviction, permanent mandatory or prohibitory injunction, fines, or a final judgment or order from a court, municipality or regulatory agency of competent jurisdiction applicable to a Contractor Party defined with respect to:
- (a) fraud or criminal offense in connection with obtaining, attempting to obtain, procuring or performing a public or private agreement related to municipal solid waste services of any kind (including collection, hauling, transfer, processing, composting or disposal), including this Agreement or any amendment thereto; or
 - (b) bribery or attempting to bribe a public officer or employee of a local, state, or federal agency; or
 - (c) embezzlement, extortion, racketeering, false claims, false statements, forgery, falsification or destruction of records, obstruction of justice, receiving stolen property, theft, or misprision (failure to disclose) of a felony; or
 - (d) unlawful disposal of hazardous or designated waste; or
 - (e) 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; or

- (f) any felony.
2. **"Pleas"**. "Pleas" means any Contractor Party has pled "guilty" or entered a plea of "nolo contendere" or "no contest" to the conduct described in preceding subsection A.
- B. Contractor's Cure.** Upon the occurrence of any Criminal Activity, Contractor immediately shall do or cause to be done all of the following:
1. terminate from employment or remove from office the offending individual Contractor Party (unless it is a corporate or other business entity), *unless* otherwise directed or ordered by a court or regulatory agency of competent jurisdiction or authority, and *unless* that termination would subject any Contractor Party to substantial liability for breach of any labor agreement entered into before the date of this Agreement, and
 2. eliminate the participation by that individual Contractor Party in any management, supervision or decision activity that affects or could affect, directly or indirectly, the performance of this Agreement.

Contractor shall not hire or transfer, nor shall offer or cause to be offered the knowing hire or transfer, of any person who has committed an item of Criminal Activity from any parent or subsidiary company or business entity to a position as a Contractor Representative, field supervisor, officer or director who is directly or indirectly responsible for performance of this Agreement.

ARTICLE 15. OTHER AGREEMENTS OF THE PARTIES

15.01 RELATIONSHIP OF PARTIES

The parties intend that Contractor shall perform the services required by this Agreement as an independent contractor engaged by City and not as an officer or employee of City or as a partner or joint venturer with City. No employee or agent of Contractor shall be deemed to be an employee or agent of City. Except as expressly provided herein, Contractor shall have the exclusive control over the manner and means of conducting the Collection Services performed under this Agreement, and over all persons performing such services. Contractor shall be solely responsible for the acts and omissions of its officers, employees, subcontractors and agents. Neither Contractor nor its officers, employees, subcontractors and agents shall obtain any rights to retirement benefits, workers' compensation benefits, or any other benefits which accrue to City employees by virtue of their employment with City.

15.02 COMPLIANCE WITH LAW

In providing the services required under this Agreement, Contractor shall at all times comply with all applicable laws of the United States, the state, county and City, with all applicable regulations promulgated by federal, state, regional or local administrative and regulatory agencies, and by City, now in force and as they may be enacted, issued or amended during the Term, and Contractor shall obtain and comply with all permits and licenses required to be held by Contractor in order to provide such services.

15.03 ASSIGNMENT

Contractor acknowledges that this Agreement involves rendering a vital service to City's residents and businesses, and that City has selected Contractor to perform the services specified herein based on (i) Contractor's ability to, experience in, and skill and reputation for conducting its operations in a safe, effective and responsible manner, and (ii) Contractor's financial resources to maintain the required

equipment and to support its indemnity and all other obligations to City under this Agreement. City has relied on each of these factors, among others, in choosing Contractor to perform the services to be rendered by Contractor under this Agreement.

- A. City Consent Required.** Contractor shall not assign its rights or delegate or otherwise transfer its obligations under this Agreement to any other Person without the prior written consent of City. Any such assignment made without the consent of City shall be void and the attempted assignment shall constitute a Contractor Default.
- B. Assignment Defined.** In addition to the actions set forth in subsection 15.03.A., above, for the purpose of this Article, the term "assignment" shall also include, but not be limited to, (i) a sale, exchange or other transfer to a third party of substantially all of Contractor's assets dedicated to service under this Agreement; (ii) a sale, exchange or other transfer of outstanding common stock of Contractor to a person who is not a shareholder as of the Effective Date which results in a change in control of Contractor; (iii) any dissolution, reorganization, consolidation, merger, re-capitalization, stock issuance or re-issuance, voting trust, pooling agreement, escrow arrangement, liquidation or other transaction which results in a change of ownership or control of Contractor; (iv) any assignment by operation of law, including insolvency or bankruptcy, an assignment for the benefit of creditors, 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.
- C. Consent Requirements.** If Contractor requests City's consideration of and consent to an assignment, City may deny or approve such request in City's complete and sole discretion. No request by Contractor for consent to an assignment need be considered by City unless and until Contractor has met the following requirements:
1. Contractor shall pay City its reasonable expenses for attorneys' fees and investigation costs necessary to investigate the suitability of any proposed assignment and assignee, and to review and finalize any documentation required as a condition for approving any such assignment;
 2. Contractor shall furnish City with audited financial statements of the proposed assignee's operations for the immediately preceding three (3) operating years;
 3. Contractor shall furnish City with satisfactory proof: (i) that the proposed assignee has at least ten (10) years of solid waste and recycling management experience of operations similar to those required under this Agreement; (ii) that in the last five (5) years, the proposed assignee has not been the subject of any administrative or judicial proceedings initiated by a federal, state or local Agency having jurisdiction over its operations due to an alleged failure to comply with federal, state or local laws or that the proposed assignee has provided City with a complete list of such proceedings and their status; (iii) that the proposed assignee conducts its operations in a safe and environmentally conscientious manner, in accordance with sound waste management practices in full compliance with all federal, state and local laws regulating the collection and disposal of waste and all other Applicable Laws; (iv) of any other information required by City to ensure the proposed assignee can fulfill the terms of this Agreement in a timely, safe and effective manner.
- D. No Obligation to Consider.** City shall not be obligated to consider a proposed assignment if Contractor is in default.

15.04 SUBCONTRACTING

Contractor shall not engage any subcontractors to perform any of the services required in this Agreement without the prior written consent of City. Contractor shall notify City no later than ninety (90) Days prior to the date on which it proposes to enter into a subcontract. City may approve or deny any such request in its sole discretion.

15.05 CONTRACTOR'S INVESTIGATION

Contractor has made an independent investigation, satisfactory to it, of the conditions and circumstances surrounding the Agreement and the work to be performed by it. Contractor has taken such matters into consideration in agreeing to provide the services required by, and for the compensation to be provided under, this Agreement.

15.06 NOTICE

All notices, demands, requests, proposals, approvals, consents and other communications which this Agreement requires, authorizes or contemplates shall, except as otherwise provided in Article 14, be in writing and shall either be personally delivered to a representative of the parties at the address below or be deposited in the United States mail, first class postage prepaid, addressed as follows:

A. If to City:

City of Vacaville
650 Merchant Street
Vacaville, CA 95688
Attention: City Manager

With a copy to:

City of Vacaville
650 Merchant Street
Vacaville, CA 95688
Attention: Director of Public Works

B. If to Contractor:

Recology Vacaville Solano
1 Town Square Place, Suite 200
Vacaville, CA 95688
Attention: General Manager

The address to which communications may be delivered may be changed from time to time by a notice given in accordance with this Article.

15.07 REPRESENTATIVES OF THE PARTIES.

- A. Representatives of City.** References in this Agreement to "City" shall mean the City of Vacaville and all actions to be taken by City shall be taken by the City Council except as provided below. The City Council may delegate authority to the City Manager and/or the

Director of Public Works, and may permit such officials, in turn, to delegate in writing some or all of such authority to subordinate staff.

- B. Delegation of Authority by City Council.** By entering into this Agreement, when a specific provision in this Agreement calls for action by the City Manager or the Director of Public Works, the Vacaville City Council specifically delegated authority to the City Manager and the Director of Public Works as applicable to take action under that provision.
- C. Representative of Contractor.** Contractor shall, upon execution of this Agreement, designate in writing a responsible officer who shall serve as the representative of Contractor in all matters related to the Agreement and shall inform City in writing of such designation and of any limitations upon his or her authority to bind Contractor. City may rely upon action taken by such designated representative as actions of Contractor unless they are outside the scope of the authority delegated to him/her by Contractor as communicated to City.

15.08 DUTY OF CONTRACTOR NOT TO DISCRIMINATE

In the performance of this Agreement Contractor shall not discriminate, nor permit any subcontractor to discriminate, against any employee, applicant for employment, or Customer on account of race, color, national origin, ancestry, religion, sex, age, physical disability, medical condition, sexual orientation, marital status, or other characteristic, in violation of any Applicable Law.

15.09 RIGHT OF CITY TO MAKE CHANGES

- A.** City may direct Contractor to modify the scope of one or more types of service described in the Agreement, may direct Contractor to perform additional Solid Waste, Recycling, Green Waste and Street Sweeping services, or may otherwise direct Contractor to modify its performance under any other Article of this Agreement.
- B.** If such a change is reasonably likely to affect Contractor's costs or revenues, then (i) City and Contractor shall meet and confer regarding the impact of the change on Contractor's costs and revenues, the amount of the Rate adjustment required to cover Contractor's reasonable increased costs (or decreased revenues) resulting from the change (as well as any associated adjustment in Franchise Fees), and the operational aspects of implementing the change, and (ii) Contractor shall not be required to implement the change before such Rate adjustment has been mutually agreed and has taken effect.
- C.** The City shall have the right to terminate a program if, in its discretion, the Contractor is not cost effectively achieving the program's goals and objectives. Thereafter, the City may utilize a third party to perform these services if the City reasonably believes the third party can improve on Contractor's performance and cost effectiveness. This subsection C only applies to new programs introduced after the Effective Date pursuant to Article 15.09.A.

15.10 REPORTS AS PUBLIC RECORDS

The reports, records and other information submitted or required to be submitted by Contractor to City are public records within the meaning of that term in the California Public Records Act, Government Code Section 6250 *et seq.* Unless a particular record is exempted from disclosure by the California Public Records Act or other applicable statute, it must be disclosed to the public by City upon request. Contractor shall not object to City making available to the public any information submitted by the

Contractor, or required to be submitted in connection with this Agreement, including, but not limited to, the Rates, and Franchise Fees paid or due to City.

If City receives a request for disclosure of Contractor information under applicable public records disclosure laws, City shall promptly notify Contractor in writing of such request prior to any disclosure of such information by City, and Contractor shall respond within five (5) days of receiving City's notice whether the requested information should be disclosed or defended as exempt from disclosure under such laws. Contractor shall have the right to mount such defense at its own cost, and if it does so, City shall not disclose such information until the matter has been decided by a court of competent jurisdiction. City shall have no obligation to defend any suit seeking disclosure, but City agrees to cooperate with Contractor if the latter seeks to mount a defense at its own cost; and in such case, City agrees not to disclose such information except in accord with a judgment or order of the court or an agreement of the parties. Any reasonable costs incurred by City in connection with such suit shall be borne by Contractor, unless City chooses to mount its own defense, independent of Contractor.

ARTICLE 16. MISCELLANEOUS PROVISIONS

16.01 GOVERNING LAW

This Agreement and any rights, duties or obligations arising out of or related to this Agreement, are governed by, and construed and enforced in accordance with, the laws of the State of California, without giving effect to the State's principles of conflicts of laws.

16.02 JURISDICTION

Any lawsuits between the parties arising out of this Agreement shall be brought and concluded in the courts of the State of California, which shall have exclusive jurisdiction over such lawsuits. With respect to venue, the parties agree that this Agreement is made in and shall be performed in Solano County and venue shall remain in Solano County, or where otherwise appropriate in the United States District Court, Eastern District of California, Sacramento, California.

16.03 BINDING ON SUCCESSORS

The provisions of this Agreement shall inure to the benefit of and be binding on the successors and permitted assigns of the parties.

16.04 PARTIES IN INTEREST

Nothing in this Agreement is intended to confer any rights on any persons other than the Parties to it and their permitted successors and assigns. There are no third party beneficiaries to this Agreement.

16.05 WAIVER

The waiver by either party of any breach or violation of any provisions of this Agreement shall not be deemed to be a waiver of any breach or violation of any other provision nor of any subsequent breach or violation of the same or any other provision.

16.06 INTERPRETATION

This Agreement shall be interpreted and construed reasonably and neither for nor against either Party, regardless of the degree to which either party participated in its drafting.

16.07 AMENDMENT

This Agreement may not be modified or amended in any respect except by a writing signed by the Parties.

16.08 COSTS AND ATTORNEYS' FEES

The prevailing Party in any action brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs expended in connection with such an action from the other party. However, each party shall bear its own attorneys' fees.

16.09 NO DAMAGES FOR INVALIDATION OF AGREEMENT

If a final judgment of a court of competent jurisdiction determines that this Agreement is illegal or was unlawfully entered into by City, neither Party shall have any claim against the other for damages of any kind (including but not limited to loss of profits) on any theory.

16.10 REFERENCES TO LAWS AND REGULATIONS

All references in this Agreement to laws and regulations shall be understood to include such laws and regulations as they may be subsequently amended or recodified, unless otherwise specifically provided.

16.11 ARTICLE HEADINGS

The Article headings in this Agreement are for convenience of reference only and are not intended to be used in the construction of this Agreement nor to alter or affect any of its provisions.

16.12 APPENDICES

Each of the Appendices identified as A through E is attached hereto and incorporated herein and made a part hereof by this reference.

16.13 ENTIRE AGREEMENT

This Agreement, including the Appendices, represents the full and entire Agreement between the Parties with respect to the matters covered herein and supersedes all prior negotiations, discussions, and agreements with respect to such matters, either written or oral. This Agreement expressly supersedes any pre-existing agreement(s) between the Parties for Solid Waste, Recyclables, Green Waste, and/or Street Sweeping Collection, transporting, processing, and/or Disposal services, whether contained in a single agreement or two or more separate agreements.

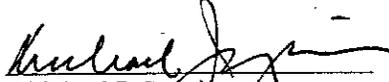
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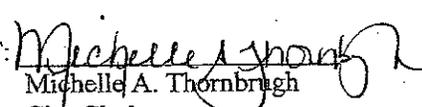
IN WITNESS WHEREOF, City and Contractor have executed this Agreement as of the day and year first above written.

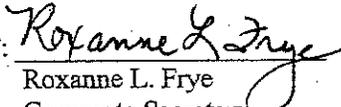
City:
City of Vacaville

Contractor:
Recology Vacaville Solano

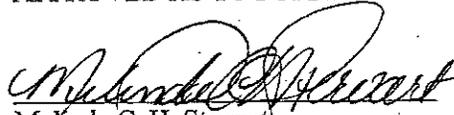
By: 
Laura Kuhn
City Manager

By: 
Michael J. Sangiacomo
President & Chief Executive Officer

ATTEST: 
Michelle A. Thornbrugh
City Clerk

ATTEST: 
Roxanne L. Frye
Corporate Secretary

APPROVED AS TO FORM:


Melinda C. H. Stewart
Assistant City Attorney

APPENDIX A

Service Locations and Level of Services for City Facilities

(see attached)



Appendix A

Recology Vacaville Soiano
City of Vacaville - Weekly Services

Acct #	Customer Name	Service Address	Service Level	Cardia	Total Units	MTWTFSS
5595	CITY OF VACAVILLE-COMMU CENTER	1100 ALAMO DR	CBL96	1	1	-T---
38794	CITY OF VACAVILLE-REDEVELOPMT	40 ELDRIDGE AVE	CBL96	2	2	M-----
90035	CITY OF VACAVILLE-CITY CORP YD	1001-1 ALLISON DR	CBL96	1	1	---F---
90035	CITY OF VACAVILLE-CITY CORP YD	1001-1 ALLISON DR	CBL96	2	2	---F---
90043	CITY OF VACAVILLE-WATER PLANT	1001-2 ALLISON DR	CBL96	1	1	---F---
90910	CITY OF VACAVILLE-FIRE STA #3	650 EUBANKS CT.	CBL96	2	2	-T-----
159459	CITY OF VACAVILLE-CITY HALL	630 MERCHANT ST #650	CBL96	4	4	M-----
164921	CITY OF VACAVILLE-GEORGE DUKE	720 MONTE VISTA EAST	CBL96	1	1	-----S
164921	CITY OF VACAVILLE-GEORGE DUKE	720 MONTE VISTA EAST	CBL96	1	1	-T-----
240995	CITY OF VACAVILLE-FIRE STA #2	2001 ULATIS DR.	CBL96	2	2	--W----
433714	CITY OF VACAVILLE-FIRE STA #4	1850 ALAMO DR	CBL96	2	2	-T-----
532815	CITY OF VACAVILLE-FIRE STA #1	111 SOUTH ORCHARD AVE	CBL96	2	2	M-----
613257	CITY OF VACAVILLE-KEATING PARK	1310 CALIFORNIA DR	CBL96	4	4	-T-----
613257	CITY OF VACAVILLE-KEATING PARK	1310 CALIFORNIA DR	CBL96	5	5	-T-----
627968	CITY OF VACAVILLE-CENTENNIAL	501 BROWNS VALLEY PKWY	CBL96	3	3	-T-----
629089	CITY OF VACAVILLE-FAIRMONT	1355 MARSHALL RD	CBL96	5	5	---F---
630764	CITY OF VACAVILLE-LAGOON VALLE	1 PENNA DOBE RD	CBL96	6	6	M-----
630822	CITY OF VACAVILLE-ARLINGTON PK	501 FOXBORO PARKWAY	CBL96	3	3	-T-----
630889	CITY OF VACAVILLE-NELSON PK	1600 MARSHALL RD	CBL96	2	2	--W----
656850	CITY OF VACAVILLE-ULATIS COMM	1000 ULATIS DR	CBL96	1	1	-T-----
988533	CITY OF VACAVILLE-MC BRIDE SR	91 TOWN SQUARE PL	CBL96	1	1	M-----
1133396	CITY OF VACAVILLE-AL PATCH PRK	1750 CALIFORNIA DR	CBL96	1	1	-T-----
1219922	CITY OF VACAVILLE-UTILITIES	6040 VACA STATION RD	GBLNC	5	5	-T-----
36794	CITY OF VACAVILLE-REDEVELOPMT	40 ELDRIDGE AVE	CDBD2	1	1	-T-----
90035	CITY OF VACAVILLE-CITY CORP YD	1001-1 ALLISON DR.	CDBD3	2	2	--W----
159459	CITY OF VACAVILLE-CITY HALL	630 MERCHANT ST #650	CDBD3	1	1	-T-----
1219922	CITY OF VACAVILLE-UTILITIES	6040 VACA STATION RD	CDBD3	2	2	-T-----
532815	CITY OF VACAVILLE-FIRE STA #1	111 SOUTH ORCHARD AVE	CDBD4	1	1	-T-----
766683	CITY OF VACAVILLE-CREEKWALK	650 MERCHANT ST	SPL	1	1	-----S
118411	CITY OF VACAVILLE-PARK SWAP	1000 ULATIS DR #C	SPL	1	1	-----S
1158391	CITY OF VACAVILLE-SPL CLEAN UP	1001 ALLISON DR #03	SPL	1	1	-----S
630889	CITY OF VACAVILLE-NELSON PK	1600 MARSHALL RD	VC10W	10	10	M-W-F--
5595	CITY OF VACAVILLE-COMMU CENTER	1100 ALAMO DR	VC11W	11	11	M--F--
627968	CITY OF VACAVILLE-CENTENNIAL	501 BROWNS VALLEY PKWY	VC11W	11	11	M-W-F--
630822	CITY OF VACAVILLE-ARLINGTON PK	501 FOXBORO PARKWAY	VC1CN	11	11	M-W-F--
633693	CITY OF VACAVILLE-CITY CANS	600 MAIN ST EAST #A	VC1CN	1	1	M-W-F--
633735	CITY OF VACAVILLE-CITY CANS	640 MAIN ST EAST	VC1CN	1	1	M-W-F--
633743	CITY OF VACAVILLE-CITY CANS	560 MAIN ST	VC1CN	1	1	M-W-F--
633750	CITY OF VACAVILLE-CITY CANS	535 MAIN ST	VC1CN	1	1	M-W-F--
633768	CITY OF VACAVILLE-CITY CANS	MAIN ST	VC1CN	1	1	M-W-F--
633826	CITY OF VACAVILLE-CITY CANS	MAIN/CERNON	VC1CN	1	1	M-W-F--
633834	CITY OF VACAVILLE-CITY CANS	PARKER ST	VC1CN	1	1	M-W-F--
633842	CITY OF VACAVILLE-CITY CANS	301 MAIN ST # A	VC1CN	1	1	M-W-F--
633859	CITY OF VACAVILLE-CITY CANS	315 MAIN ST #A	VC1CN	1	1	M-W-F--
633881	CITY OF VACAVILLE-CITY CANS	364 MAIN ST	VC1CN	1	1	M-W-F--
633909	CITY OF VACAVILLE-CITY CANS	500 MAIN ST #A	VC1CN	1	1	M-W-F--
633917	CITY OF VACAVILLE-CITY CANS	373 MERCHANT ST #A	VC1CN	1	1	M-W-F--
633925	CITY OF VACAVILLE-CITY CANS	368 MERCHANT ST	VC1CN	1	1	M-W-F--

Appendix A

Recology Vacaville Solano
City of Vacaville - Weekly Services

Acct #	Customer Name	Service Address	Service Level	Carts	Total Units	MTWTFSS
633933	CITY OF VACAVILLE-CITY CANS	363 MERCHANT ST #A	VC1CN	1	1	M-W-F--
633941	CITY OF VACAVILLE-CITY CANS	349 MERCHANT ST #A	VC1CN	1	1	M-W-F--
633958	CITY OF VACAVILLE-CITY CANS	334 MERCHANT ST	VC1CN	1	1	M-W-F--
633966	CITY OF VACAVILLE-CITY CANS	333 MERCHANT ST	VC1CN	1	1	M-W-F--
633980	CITY OF VACAVILLE-CITY CANS	309 MERCHANT ST # A	VC1CN	1	1	M-W-F--
634006	CITY OF VACAVILLE-CITY CANS	303 MERCHANT ST	VC1CN	1	1	M-W-F--
634014	CITY OF VACAVILLE-CITY CANS	412 MAIN ST	VC1CN	1	1	M-W-F--
634030	CITY OF VACAVILLE-CITY CANS	334 PARKER ST # A	VC1CN	1	1	M-W-F--
634048	CITY OF VACAVILLE-CITY CANS	329 PARKER ST #A	VC1CN	1	1	M-W-F--
634055	CITY OF VACAVILLE-CITY CANS	311 PARKER ST #A	VC1CN	1	1	M-W-F--
634063	CITY OF VACAVILLE-CITY CANS	201 MONTE VISTA EAST #A	VC1CN	1	1	-T-----
634071	CITY OF VACAVILLE-CITY CANS	180 MONTE VISTA EAST #A	VC1CN	1	1	-T-----
634089	CITY OF VACAVILLE-CITY CANS	CERNON ST	VC1CN	1	1	M-W-F--
634097	CITY OF VACAVILLE-CITY CANS	328 CERNON ST #A-ALLEY GOR	VC1CN	1	1	M-W-F--
634106	CITY OF VACAVILLE-CITY CANS	342 CERNON ST-ALLEY GOR	VC1CN	1	1	M-W-F--
634113	CITY OF VACAVILLE-CITY CANS	400 MERCHANT ST #A	VC1CN	1	1	M-W-F--
634170	CITY OF VACAVILLE-CITY CANS	810 MERCHANT ST	VC1CN	1	1	M-W-F--
634188	CITY OF VACAVILLE-CITY CANS	900 MERCHANT ST #A	VC1CN	1	1	M-W-F--
634212	CITY OF VACAVILLE-CITY CANS	663 MERCHANT ST	VC1CN	1	1	M-W-F--
634220	CITY OF VACAVILLE-CITY CANS	300 MASON ST #A	VC1CN	1	1	M-W-F--
634278	CITY OF VACAVILLE-PB-WORKS CAN	650 MERCHANT ST #3	VC1CN	1	1	M-W-F--
634287	CITY OF VACAVILLE-CITY CANS	660 MERCHANT ST #4	VC1CN	1	1	M-W-F--
634295	CITY OF VACAVILLE-CITY CANS	660 MERCHANT ST #5	VC1CN	1	1	M-W-F--
634311	CITY OF VACAVILLE-CITY CANS	334 MERCHANT ST #A	VC1CN	1	1	M-W-F--
988541	CITY OF VACAVILLE-CITY CANS	91 TOWN SQUARE PL #A	VC1CN	2	2	M-W-F--
1070945	CITY OF VACAVILLE-CITY CANS	610 MAIN ST EAST	VC1CN	1	1	M-W-F--
1339985	CITY OF VACAVILLE-TRANSPORTATI	1501 ALLISON DR	VC1CN	4	4	-T--F--
628188	CITY OF VACAVILLE-FAIRMONT	1355 MARSHALL RD	VC1WW	1	1	--F--
628105	CITY OF VACAVILLE-HUME GROVE	181 BUTCHER RD	VC1WW	1	1	--W--
628329	CITY OF VACAVILLE-HAWKINS PARK	201 SUMMERFIELD DR	VC1WW	1	1	M-----
630764	CITY OF VACAVILLE-MEADOWLANDS	VANDEN RD	VC1WW	1	1	M-----
631283	CITY OF VACAVILLE-LAGOON VALLE	1 PENNA ADOBE RD	VC1WW	1	1	M-----
934610	CITY OF VACAVILLE-POCKET PARK	1 ELMIRA RD	VC1WW	1	1	M-----
1118884	CITY OF VACAVILLE-NORMANDY	NORMANDY MEADOWS PARK	VC1WW	1	1	M-----
90035	CITY OF VACAVILLE-LIBRARY YARD	610 MAIN ST EAST	VC1WW	1	1	M-----
90043	CITY OF VACAVILLE-CITY CANS	1 TOWN SQUARE PL #3	VC1WW	1	1	M-----
1218922	CITY OF VACAVILLE-CITY CORP YD	1001-1 ALLISON DR	VC1YD	1	1	M-----
613257	CITY OF VACAVILLE-WATER PLANT	1001-2 ALLISON DR	VC1YD	1	1	-T-F--
169458	CITY OF VACAVILLE-UTILITIES	6040 VACA STATION RD	VC1YD	1	1	--W--
164905	CITY OF VACAVILLE-UTILITIES	8040 VACA STATION RD	VC1YD	9	9	--S--
487605	CITY OF VACAVILLE-KEATING PARK	1310 CALIFORNIA DR	VC25W	25	1	M-W-F--
613257	CITY OF VACAVILLE-KEATING PARK	1 PENNA ADOBE RD	VC25W	25	1	M-----
169458	CITY OF VACAVILLE-LAGOON VALLE	1001-1 ALLISON DR	VC2WW	4	2	-W----
164905	CITY OF VACAVILLE-CITY CORP YD	630 MERCHANT ST #650	VC2WW	4	2	-W----
487605	CITY OF VACAVILLE-ART LEAGUE	718 MONTE VISTA EAST	VC2WW	2	1	M-T---
613257	CITY OF VACAVILLE-CITY HALL	800 CHRISTINE DR	VC2WW	2	1	M--F--
628014	CITY OF VACAVILLE-KEATING PARK	1310 CALIFORNIA DR	VC2WW	2	1	M-W-F--
628014	CITY OF VACAVILLE-CAMBRIDGE	NUT TREE RD	VC2WW	2	1	M--F--

Appendix A

Recology Vacaville Solano
City of Vacaville - Weekly Services

Acct #	Customer Name	Service Address	Service Level	Carts	Total Units	MTWTFSS
629022	CITY OF VACAVILLE-MEADOWLANDS	6167 VANDEN RD	VC2WW	2	1	M--F--
629097	CITY OF VACAVILLE-HEMLOCK	400 HEMLOCK ST	VC2WW	2	1	M--F--
629188	CITY OF VACAVILLE-HAWKINS PARK	201 SUMMERFIELD DR	VC2WW	2	1	M--F--
629394	CITY OF VACAVILLE-WILLOW & OGDEN WAY	OGDEN WAY	VC2WW	2	1	M--F--
683490	CITY OF VACAVILLE-FOXBORO TGIF	601 FOXBORO PARKWAY #A	VC2WW	2	1	M--W-F--
691410	CITY OF VACAVILLE-SIERRA VISTA	301 BEL AIR DR #A	VC2WW	2	1	M--F--
1066968	CITY OF VACAVILLE-PARK & RIDE	810 DAVIS ST	VC2WW	2	1	--T---
401620	CITY OF VACAVILLE-KARI H.	1000 ULATIS DR	VC2YD	2	1	M-----
1219922	CITY OF VACAVILLE-UTILITIES	6040 VACA STATION RD	VC2YD	3	21	-----S-
439893	CITY OF VACAVILLE-BROWNS VALLE	261 WRENTHAM DR #A	VC3WW	3	1	M--F--
590463	CITY OF VACAVILLE-FAIRMONT PK	612 TULARE DR	VC3WW	3	1	--W-F--
629071	CITY OF VACAVILLE-TROWERS PARK	600 MARKHAM AVE	VC3WW	3	1	M--F--
629121	CITY OF VACAVILLE-BROWNS VALLE	261 WRENTHAM DR	VC3WW	3	1	M--F--
629139	CITY OF VACAVILLE-BEELARD PK	BEELARD DR	VC3WW	3	1	M--F--
629329	CITY OF VACAVILLE-MEADOWLANDS	VANDEN RD	VC3WW	3	1	M--F--
629337	CITY OF VACAVILLE-PATWIN PARK	ELMIRA RD	VC3WW	3	1	M--F--
630830	CITY OF VACAVILLE-WILLIS	600 ELDER ST	VC3WW	3	1	M--F--
683482	CITY OF VACAVILLE-PADAN TGIF	801 MARSHALL RD #A	VC3YD	3	1	VC3YD
38794	CITY OF VACAVILLE-REDEVELOPMNT	40 ELDRIDGE AVE	VC3YD	3	1	--W---
90910	CITY OF VACAVILLE-CITY CORP YD	1001-1 ALLISON DR	VC3YD	3	1	-T-----
989533	CITY OF VACAVILLE-FIRE STA #3	660 EUBANKS CT.	VC3YD	3	1	--S---
401620	CITY OF VACAVILLE-MC BRIDE SR	91 TOWN SQUARE PL	VC4YD	4	1	M--T---
627968	CITY OF VACAVILLE-CENTENNIAL	1000 ULATIS DR	VC4YD	4	1	--W---
628990	CITY OF VACAVILLE-ALAMO TGIF	501 BROWNS VALLEY PKWY	VC4YD	4	1	M--W-F--
629113	CITY OF VACAVILLE-N. ORCHARD	561 EDGEWOOD DR	VC4YD	4	1	M--F--
629162	CITY OF VACAVILLE-CAMBRIDGE PK	ORCHARD AVE NORTH	VC4YD	4	1	M--F--
629345	CITY OF VACAVILLE-SOUTHWOOD PK	3480 NUT TREE RD	VC4YD	4	1	M--F--
630822	CITY OF VACAVILLE-ARLINGTON PK	SOUTHWOOD DR	VC4YD	4	1	M--F--
630888	CITY OF VACAVILLE-PHEASANT	501 FOXBORO PARKWAY	VC4YD	4	1	M--W-F--
90043	CITY OF VACAVILLE-WATER PLANT	MADISON AVE	VC4YD	4	1	M--F--
159459	CITY OF VACAVILLE-CITY HALL	1001-2 ALLISON DR	VC4YD	4	1	M--W---
159459	CITY OF VACAVILLE-CITY HALL	630 MERCHANT ST #650	VC4YD	4	1	M--W-F--
164821	CITY OF VACAVILLE-GEORGE DUKE	630 MERCHANT ST #650	VC4YD	4	2	M--W-F--
240895	CITY OF VACAVILLE-FIRE STA #2	720 MONTE VISTA EAST	VC4YD	4	1	M-----
433714	CITY OF VACAVILLE-FIRE STA #4	2001 ULATIS DR.	VC4YD	4	1	--T---
532515	CITY OF VACAVILLE-FIRE STA #1	1850 ALAMO DR	VC4YD	4	1	-T-----
630756	CITY OF VACAVILLE-PENA ADOBE	111 SOUTH ORCHARD AVE	VC4YD	4	1	--W---
1219922	CITY OF VACAVILLE-UTILITIES	PENA ADOBE RD	VC4YD	4	1	-T-----
6595	CITY OF VACAVILLE-COMMU CENTER	6040 VACA STATION RD	VC5WW	5	1	--W---
630848	CITY OF VACAVILLE-CANNON STN	1100 ALAMO DR	VC5WW	5	1	M--F--
630913	CITY OF VACAVILLE-PADAN PARK	910 RUBY DR	VC5WW	5	1	M--F--
633677	CITY OF VACAVILLE-PARK & RIDE	801 MARSHALL RD.	VC5WW	5	1	M--F--
646398	CITY OF VACAVILLE-VRTC	DAVIS ST / HICKORY LN	VC5WW	5	1	M--F--
735407	CITY OF VACAVILLE-COOPER PK	190 HICKORY LANE	VC5WW	5	1	M-----
630756	CITY OF VACAVILLE-PENA ADOBE	800 CHRISTINE DR #A	VC5WW	5	1	M--F--
630764	CITY OF VACAVILLE-LAGOON VALLIE	PENA ADOBE RD	VC6WW	6	1	-T-----
630806	CITY OF VACAVILLE-IRENE LARSON	1 PENNA ADOBE RD	VC6WW	6	1	M-----
630806	CITY OF VACAVILLE-IRENE LARSON	1850 ALAMO DR #A	VC6WW	6	1	M--W-F--

Appendix A

Recology Vacaville Solano
City of Vacaville - Weekly Services

Acct #	Customer Name	Service Address	Service Level	Carts	Total Units	MTWTFSS
630862	CITY OF VACAVILLE-RIDGEVIEW PK	850 TIPPERARY DR	VC6WW	6	1	M--F--
630996	CITY OF VACAVILLE-STONEGATE PK	STONEGATE DR	VC6WW	6	1	M--F--
6596	CITY OF VACAVILLE-COMMU CENTER	1100 ALAMO DR	VC6YD		1	-T--F--
401620	CITY OF VACAVILLE-KARI H.	1000 ULATIS DR	VC6YD		1	M--F--
630764	CITY OF VACAVILLE-LAGOON VALLE	1 PENA ADOBE RD	VC6YD		1	-T-----
681470	CITY OF VACAVILLE-ANDREWS PARK	ANDREWS PARK	VC7WW	7	1	M--F--
630814	CITY OF VACAVILLE-ALAMO CREEK	ALAMO DR/BUCK AVE	VC7WW	7	1	M--F--
681470	CITY OF VACAVILLE-ANDREWS PARK	ANDREWS PARK	VC8WW	8	1	M--F--
113396	CITY OF VACAVILLE-AL PATCH PRK	1750 CALIFORNIA DR	VC9WW	9	1	M-W-F--

Appendix A

Recology Vacaville Solano
City of Vacaville - Drop Box Service

KEATING PARK	1300 CALIFORNIA DR 20YD TRASH DROP BOX
CORP YARD	1001 ALLISON DR 30YD TRASH DROP BOX 30YD TRASH DROP BOX 30YD GREENWASTE BOX 30YD TRASH DROP BOX 30YD GREENWASTE BOX 30YD GREENWASTE BOX 30YD TRASH DROP BOX 30YD TRASH DROP BOX 30YD GREENWASTE BOX 30YD GREENWASTE BOX 20YD GREENWASTE/WOOD 30YD TRASH DROP BOX 35YD TRASH DROP BOX 20YD TRASH DROP BOX 20YD METAL BOX

ATTACHMENT 3

ATTACHMENT 3

Appendix A

Recology Vacaville Solano
City of Vacaville - Park Swap List

Acct #	Service Address	Name	Ticket #	Ticket Notes
631283	1 ELMIRA RD	CITY OF VACAVILLE-POCKET PARK	3259836	REPLACE 1 GREY TOTER
5595	1100 ALAMO DR	CITY OF VACAVILLE-COMMU CENTER	3259845	REPLACE 16 GREY AND 1 BLUE TOTER
628990	561 EDGEWOOD DR	CITY OF VACAVILLE-ALAMO TRIF	3259850	REPLACE 4 GREY TOTERS
630814	0 ALAMO DR	CITY OF VACAVILLE-ALAMO CREEK	3259839	REPLACE 7 GREY TOTERS
627968	501 BROWNS VALLEY PKWY	CITY OF VACAVILLE-CENTENNIAL	3259862	REPLACE 15 GREY AND 3 BLUE TOTERS
629121	261 WRENTHAM DR	CITY OF VACAVILLE-BROWNS VALLE	3259861	REPLACE 6 GREY TOTERS
630962	850 TIPPERARY DR	CITY OF VACAVILLE-RIDGEVIEW PK	3259864	REPLACE 6 GREY TOTERS
629022	6167 VANDEN RD	CITY OF VACAVILLE-MEADOWLANDS	3259870	REPLACE 2 GREY TOTERS
630822	501 FOXBORO PARKWAY	CITY OF VACAVILLE-ARLINGTON PK	3259851	REPLACE 15 GREY AND 3 BLUE TOTERS
630889	1800 MARSHALL RD	CITY OF VACAVILLE-NELSON PK	3258871	REPLACE 10 GREY AND 2 BLUE TOTERS
630913	801 MARSHALL RD	CITY OF VACAVILLE-PADAN PARK	3259872	REPLACE 5 GREY TOTERS
629337	0 ELMIRA RD	CITY OF VACAVILLE-PATWIN PARK	3259856	REPLACE 3 GREY TOTERS
629345	0 SOUTHWOOD DR	CITY OF VACAVILLE-SOUTHWOOD PK	3259858	REPLACE 4 GREY TOTERS
1133396	1750 CALIFORNIA DR	CITY OF VACAVILLE-AL PATCH PRK	3259860	REPLACE 18 GREY AND 1 BLUE TOTERS
590463	512 TULARE DR	CITY OF VACAVILLE-FAIRMONT PK	3259833	REPLACE 3 GREY TOTERS
590463	512 TULARE DR	CITY OF VACAVILLE-FAIRMONT PK	3259836	REPLACE 2 GREY TOTERS
629089	1355 MARSHALL RD	CITY OF VACAVILLE-FAIRMONT	3259854	REPLACE 1 GREY TOTER and 5 blue toters
581470	0 ANDREWS PARK	CITY OF VACAVILLE-ANDREWS PARK	3259842	REPLACE 15 GREY TOTERS
629071	500 MARKHAM AVE	CITY OF VACAVILLE-TROWER PARK	3259865	REPLACE 3 GREY TOTERS
629329	0 VANDEN RD	CITY OF VACAVILLE-MEADOWLANDS	3259863	REPLACE 4 GREY TOTERS
401620	1000 ULATIS DR	CITY OF VACAVILLE-KARI H.	3259877	REPLACE 4 GREY TOTERS
629162	3490 NUT TREE RD	CITY OF VACAVILLE-CAMBRIDGE PK	3259866	REPLACE 4 GREY TOTERS
630996	0 STONEGATE DR	CITY OF VACAVILLE-STONEGATE PK	3259874	REPLACE 6 GREY TOTERS
658850	1000 ULATIS DR	CITY OF VACAVILLE-ULATIS COMM	3259876	REPLACE 1 BLUE TOTER
735407	1800 CHRISTINE DR	CITY OF VACAVILLE-COOPER PK	3259869	REPLACE 5 GREY TOTERS
629188	201 SUMMERFIELD DR	CITY OF VACAVILLE-HAWKINS PARK	3259855	REPLACE 3 GREY TOTERS
630822	501 FOXBORO PARKWAY	CITY OF VACAVILLE-ARLINGTON PK	3259851	REPLACE 15 GREY AND 3 BLUE TOTERS
630886	0 MADISON AVE	CITY OF VACAVILLE-PHEASANT	3259857	REPLACE 4 GREY TOTERS
630846	818 RUBY DR	CITY OF VACAVILLE-CANNON STN	3259832	REPLACE 5 GREY TOTERS
691410	301 BEL AIR DR	CITY OF VACAVILLE-SIERRA VISTA	3259837	REPLACE 2 GREY TOTERS
629188	201 SUMMERFIELD DR	CITY OF VACAVILLE-HAWKINS PARK	3259855	REPLACE 3 GREY TOTERS
629394	0 OGDEN WAY	CITY OF VACAVILLE-WILLOW &	3259849	REPLACE 2 GREY TOTERS
630848	910 RUBY DR	CITY OF VACAVILLE-CANNON STN	3259832	REPLACE 5 GREY TOTERS
630988	0 MADISON AVE	CITY OF VACAVILLE-PHEASANT	3259857	REPLACE 4 GREY TOTERS
646388	190 HICKORY LN	CITY OF VACAVILLE-VRTC	3259847	REPLACE 5 GREY TOTERX
691410	301 BEL AIR DR	CITY OF VACAVILLE-SIERRA VISTA	3259837	REPLACE 2 GREY TOTERS
613257	1310 CALIFORNIA DR	CITY OF VACAVILLE-KEATING PARK	3259852	REPLACE 27 GREY AND 4 OF THE OLD BLUE TOTERS
629345	0 SOUTHWOOD DR	CITY OF VACAVILLE-SOUTHWOOD PK	3262330	REPLACE 4 GREY TOTERS

ATTACHMENT 3

ATTACHMENT 3

Appendix A

Recology Vacaville Solano
City of Vacaville Special Events

Event	CART CONTAINERS		DEBRIS BOX						SWEEP	FREQUENCY
	96g grey	96g blue	4 yd	6 yd	20 yd	25 yd	30 yd	6 yd CDBD		
Bunnies & Bonnets	15	8								1 Annual
City of VV/Novartis Clean-up					1		1			1 Annual
Creekwalk	30	10								10 Weekends
4th of July/Blues Fest	60	20								1 Annual
Coastal Cleanup	8	8		6	1	1				1 Annual
Vacaville Phone Books		11								1 Annual
Vacaville Med Drop-off	6	2								2 Weekends
KidFest	20	10								1 Annual
Fiesta Days	103	57		1			1		X	1 Annual
Merriment on Main	50	25	2	1				1	X	1 Annual

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APPENDIX B

Street Sweeping Schedule

(see attached)

Appendix B

**Recology Vacaville Solano
City of Vacaville
Street Sweeping**

Description	Street/Cross-Street/Landmark	Annual Sweeps
Downtown Lot 1	Dobbins St.	26
Downtown Lot 2	Dobbins Street (100 Block)	26
Downtown Lot 3	Town Center (Bernard Street)	26
Downtown Lot 4	Kendall Street	26
Downtown Lot 5	Main Street (Gold's Gym)	26
Downtown Lot 6	Cernon Street (300 Block)	26
Downtown Lot 7	Merchant Street	26
Downtown Lot 8	Davis Street (corner Davis and Catherine Street)	26
Downtown Lot 9	Catherine Street (KUIC Plaza)	26
Downtown Lot 10	Catherine Street (Pacific Plaza East)	26
Downtown Lot 11	Catherine Street (Pacific Plaza West)	26
Downtown Lot 12	Dobbins Street (McBride Senior Center)	26
City Hall	City Hall (650 Merchant Street)	26
Community Services Complex	Corner Buck Ave. and Eldridge	26
Ulatis Cultural Center	Corner of Allison and Ulatis Drive	26
Downtown Transit Plaza	Corner Monte Vista Ave. and Cernon Street	26
Three Oaks Community Center	1100 Alamo Drive	26
Mariposa Center	1625 Alamo Drive	26
Hickory/Davis St. Park and Ride	Corner of Hickory and Davis Street	26
Bella Vista Park and Ride	Corner of Davis and Bella Vista Road	26
Leisure Town Road Park and Ride	Orange Dr. and Leisure Town Rd. (behind motel)	26
Vacaville Transportation Center	1501 Allison Drive (corner Allison and Ulatis Drive)	26
Al Patch Park	California Drive and Peabody Road	26
Andrews Park (George Duke Gym)	720 East Monte Vista Avenue	26
Arlington Park	Foxboro Parkway and Youngsdale Drive	26
Centennial Park	Browns Valley Parkway	26
Keating Park	Alamo Lane and California Drive	26
Lagoon Valley Park	Pena Adobe Road	26
Nelson Park	Marshall and Nut Tree Road	26
Pena Adobe Park	Pena Adobe Road	26
Meadowlands Park	Vanden Road	26
Ridgeview Park	Tipperary Drive	26

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APPENDIX C

List of Acceptable Household Hazardous Waste Materials

(see attached)

APPENDIX C

Household Hazardous Waste Materials

Acceptable Waste

The following items are acceptable for collection at the HHW Facility:

- | | | |
|--|---|--|
| <input type="checkbox"/> Insect sprays | <input type="checkbox"/> Waxes | <input type="checkbox"/> Garden chemicals |
| <input type="checkbox"/> Weed killers | <input type="checkbox"/> Chlorine | <input type="checkbox"/> Transmission fluid |
| <input type="checkbox"/> Fertilizer | <input type="checkbox"/> Motor oil | <input type="checkbox"/> Windshield washer fluid |
| <input type="checkbox"/> Pool chemicals | <input type="checkbox"/> Antifreeze | <input type="checkbox"/> Automotive batteries |
| <input type="checkbox"/> Polishes | <input type="checkbox"/> Used oil filters | <input type="checkbox"/> Hydraulic fluid |
| <input type="checkbox"/> Brake fluid | <input type="checkbox"/> Oily rags | <input type="checkbox"/> Wood preservative |
| <input type="checkbox"/> Gasoline | <input type="checkbox"/> Paint products | <input type="checkbox"/> Household cleaners |
| <input type="checkbox"/> Caulking | <input type="checkbox"/> Paint stripper | <input type="checkbox"/> Household batteries * |
| <input type="checkbox"/> Glues | <input type="checkbox"/> Paint thinner | <input type="checkbox"/> E-waste/U-waste |
| <input type="checkbox"/> Bleach | <input type="checkbox"/> Floor stripper | <input type="checkbox"/> Pressurized cylinders |
| <input type="checkbox"/> Tile remover | <input type="checkbox"/> Drain cleaner | <input type="checkbox"/> Fluorescent lamps |
| <input type="checkbox"/> Tile cleaners | <input type="checkbox"/> Rust remover | <input type="checkbox"/> Thermometers |
| <input type="checkbox"/> Smoke detectors | <input type="checkbox"/> Cell Phones | <input type="checkbox"/> Automotive batteries |
| <input type="checkbox"/> Computer Monitors | <input type="checkbox"/> Computers | <input type="checkbox"/> Non-empty Aerosol Cans |
| <input type="checkbox"/> Mercury Waste | <input type="checkbox"/> Television Sets | <input type="checkbox"/> Sharps in Containers |

* Household batteries includes all batteries, AAA, AA, C, D, button cell, 9-volt, and all others, both rechargeable and single use containing Cadmium, Copper, Lithium, and (in older batteries) Mercury

APPENDIX C

Unacceptable Waste

The following are examples of items that are unacceptable for collection:

- Tires
- Asbestos
- Trash
- Ammunition
- Medicines
- Explosives
- Appliances
- Radioactive materials
- Medical waste
- Compressed Gas Cylinders
- Commercial chemicals

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APPENDIX D

Schedule of Rates

(see attached)

ATTACHMENT 3

Appendix D

Recology Vacaville Solano
 Vacaville Rates
 Effective October 1, 2012

Residential Service

Code	Description	10/01/12
RT23	Residential 33 Gallon Cart	\$21.00
RT36	Residential 96 Gallon Cart	\$23.77
RLL	Residential Life Line Service	\$15.57
LRUCS	Leisure Town 96 Gallon Cart	\$22.31
LRLL	Leisure Town Life Line Service	\$14.65
RT33A	Additional Cart	\$4.00
RT36A	Additional Cart	\$4.00
YDWA	Additional Yardwaste Cart	\$4.00
RBYP	Backyard Pickup	\$2.68

Commercial Rates

Code	Description	1 x Week 10/01/12	2 x Week 10/01/12	3 x Week 10/01/12	4 x Week 10/01/12	5 x Week 10/01/12	6 x Week 10/01/12
C1WW	1 96 Gallon Cart	\$65.30	\$136.60	\$195.90	\$261.20	\$326.50	
C2WW	2 96 Gallon Carts	\$115.60	\$231.20	\$346.80	\$462.40	\$578.00	
C3WW	3 96 Gallon Carts	\$165.90	\$331.80	\$497.70	\$663.60	\$829.50	
C4WW	4 96 Gallon Carts	\$201.20	\$402.40	\$603.60	\$804.80	\$1,006.00	
C5WW	5 96 Gallon Carts	\$231.50	\$463.00	\$694.50	\$926.00	\$1,157.50	
C6WW	6 96 Gallon Carts	\$261.80	\$523.60	\$785.40	\$1,047.20	\$1,308.00	
C7WW	7 96 Gallon Carts	\$292.10	\$584.20	\$876.30	\$1,168.00	\$1,428.50	
C8WW	8 96 Gallon Carts	\$322.40	\$644.80	\$967.20	\$1,288.80	\$1,589.00	
C9WW	9 96 Gallon Carts	\$352.70	\$705.40	\$1,058.10	\$1,409.60	\$1,749.50	
C10WW	10 96 Gallon Carts	\$383.00	\$766.00	\$1,149.00	\$1,530.40	\$1,889.50	
C11WW	11 96 Gallon Carts	\$413.30	\$826.60	\$1,240.00	\$1,651.20	\$2,029.50	
C1CAN	1 32 Gallon Cart	\$26.73	\$53.33	\$80.16	\$106.79	\$133.47	
C2CAN	2 32 Gallon Carts	\$51.89	\$106.79	\$160.14	\$213.67	\$266.98	
C3CAN	3 32 Gallon Carts	\$78.15	\$160.13	\$240.26	\$320.45	\$400.96	
C4CAN	4 32 Gallon Carts	\$104.79	\$213.67	\$320.45	\$427.11	\$533.86	
C5CAN	5 32 Gallon Carts	\$131.47	\$266.98	\$400.36	\$533.86	\$667.33	
C6CAN	6 32 Gallon Carts	\$158.13	\$320.45	\$480.55	\$634.94	\$800.85	
C1YD	1 Yard Bin	\$144.28	\$283.94	\$425.96	\$570.43	\$714.33	
C2YD	2 Yard Bin	\$288.52	\$567.87	\$851.92	\$1,140.86	\$1,428.66	
C3YD	3 Yard Bin	\$432.75	\$863.85	\$1,292.88	\$1,723.81	\$2,154.63	\$1,587.37
C4YD	4 Yard Bin	\$576.98	\$1,151.96	\$1,728.84	\$2,294.74	\$2,865.61	\$2,164.52
C5YD	5 Yard Bin	\$721.22	\$1,440.02	\$2,164.80	\$2,886.66	\$3,607.53	\$2,770.59

Code	Description	10/01/12
COMP	Front Loader Compactor Unit (Rate per Cubic Yard - 9yds or less)	\$41.95

Recology Vacaville Solano
 Vacaville Rates
 Effective October 1, 2012

Debris Box Rates

Code	Description	10/01/12
20DB	20 Cubic Yards	\$351.84
25DB	25 Cubic Yards	\$431.72
30DB	30 Cubic Yards	\$495.72
35DB	35 Cubic Yards	\$562.86
40DB	40 Cubic Yards	\$614.24
45DB	45 Cubic Yards	\$657.17
	25 Cubic Yard Wood *	\$131.65
	40 Cubic Yard Wood *	\$164.57
	Recycling DB (20, 25, 30, 35, 40, 45-Yard Box) **	\$150.00
RELOC	Relocation Charge	\$150.00
RENTD	Additional Days (Compacted per Cubic Yard (10 Yards or More)	\$30.18
		\$34.26

* The Wood Debris Box rate is for clean, untreated wood and Green Waste trimmings, excluding stumps or tree trunks greater than thirty-six (36) inches in diameter.
 ** This is the maximum charge for the Recycling Debris Box. The rate is subject to reduction based on the type, volume and value of materials collected.

Rate Adjustment Percentage
 Residential
 Commercial
 Debris Box

ATTACHMENT 3

Appendix D

**Recology Vacaville Solano
Vacaville Rates
Effective October 1, 2012**

SPECIAL PICK UPS	10/01/12
RESIDENTIAL SPU	\$17.37
1 YD CONTAINER SPU	\$64.18
2 YD CONTAINER SPU	\$64.18
3 YD CONTAINER SPU	\$85.45
4 YD CONTAINER SPU	\$106.83
6 YD CONTAINER SPU	\$133.54
EXTRA YDS ON SERVICE DAY	\$21.36
1 WW COMMERCIAL SPU	\$26.72
2-3 WW COMMERCIAL SPU	\$64.18
4-6 WW COMMERCIAL SPU	\$85.45
32GAL CAN ON SERVICE DAY	\$6.65

COMMERCIAL REDELIVERY CHARGE
WHEN PULLED FOR NON-PAYMENT

32-GALLON OR 96-GALLON CART	\$48.38
1, 2, 3, 4, 6-YD BINS	\$120.91

RESIDENTIAL/COMMERCIAL - LARGE ITEM REMOVAL

1ST LARGE ITEM	\$25.00
EACH ADDITIONAL ITEM AFTER \$25.00	\$10.00
REFRIGERATOR/FREEZER \$25 + FREON \$25	\$50.00
TIRES	
CAR	\$15.00
TRUCK	\$25.00

RESIDENTIAL CLEANUP PROGRAM (RCP)

1 PICKUP PER CALENDAR YEAR	
12 BAGS = 1 PICKUP	
1 LARGE ITEM = 1 PICKUP	
ADDITIONAL BAGS	\$2.00
ADDITIONAL LARGE ITEMS ON RCP COLLECTION	\$10.00

6YD CONTAINER 7 DAY RENTAL	\$187.00
ADDITIONAL WEEKS ON 6YD	\$84.89

STEAM CLEANING CONTAINERS

1-2 CUBIC YARDS	\$85.82
3-4-6 CUBIC YARDS	\$110.36
COMPACTORS	\$301.68

COMPACTOR RATES

	1 x Week 10/01/12	2 x Week 10/01/12	3 x Week 10/01/12	4 x Week 10/01/12	5 x Week 10/01/12	6 x Week 10/01/12
CMP2Y	\$363.57	\$727.13	\$1,090.70	\$1,454.27	\$1,817.33	\$2,181.40
CMP4Y	\$545.35	\$1,090.70	\$1,636.05	\$2,181.40	\$2,726.75	\$3,272.10
CMP4Y	\$727.13	\$1,454.27	\$2,181.40	\$2,908.53	\$3,635.67	\$4,362.80
CMP5Y	\$908.92	\$1,817.83	\$2,726.75	\$3,635.67	\$4,544.58	\$5,453.50

CKEY COMMERCIAL KEY CHARGE	\$27.22
LOST OR STOLEN LOCKS	\$15.00

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APPENDIX E

Illustration of Base Amount and Franchise Fee Calculation

(see attached)

RESOLUTION NO. 2020-072

RESOLUTION APPROVING AMENDMENT #2 MODIFYING AND GRANTING 8-YEAR EXTENSION OF TERM OF SOLID WASTE, RECYCLABLES AND GREEN WASTE COLLECTION, PROCESSING, DISPOSAL AND STREET SWEEPING SERVICES BETWEEN THE CITY OF VACAVILLE AND RECOLOGY VACAVILLE SOLANO (RVS) AND AUTHORIZING THE DIRECTOR OF PUBLIC WORKS TO ENTER INTO AN AGREEMENT WITH HF&H CONSULTANTS, LLC, FOR ASSISTANCE IN ANALYSIS AND NEGOTIATIONS WITH RVS RELATED TO STATE MANDATED SENATE BILL 1383 REQUIREMENTS

WHEREAS, in 2016 Governor Brown signed into law Senate Bill 1383 establishing methane emissions reduction targets in a statewide effort to reduce emissions of short-lived climate pollutants; and

WHEREAS, SB 1383 will create broad and significant impacts to the City's recycling programs as well as the City's contracted solid waste/recycling programs through Recology Vacaville Solano; and

WHEREAS, maintaining stability in the City's solid waste/recycling franchise hauler operations through the implementation of SB 1383 program changes to the long term program management and reporting to the State benefits the Vacaville community; and

WHEREAS, modifying the Franchise Agreement *Extension of Term* provision from five years to an 8-year extension, and granting the 8-year term extension as detailed in Amendment #2 to the Franchise Agreement is in the best interest of the City and community; and

WHEREAS, to meet the requirements of Senate Bill 1383 the City of Vacaville will be required to update its Solid Waste Franchise Agreement to expand its organic waste diversion programs; and

WHEREAS, to assist in the process of analyzing the data and negotiating the cost impacts, staff recommends the hiring of HF&H Consultants, LLC a consulting firm specializing in such work; and

WHEREAS, HF&H Consultants, LLC proposal of \$93,400 has been determined to be consistent with market costs and whereas the City shall recover the consultant expenditure on this effort through written stipulation within the updated amendment so that the consultant costs shall be paid to the City by Recology Vacaville Solano.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Vacaville hereby authorizes the City Manager to execute Amendment #2 to Agreement for Solid Waste, Recyclables and Green Waste Collection, Processing, Disposal and Street Sweeping Services Between the City of Vacaville and Recology Vacaville Solano for extension of term and the Director of Public Works of the City of Vacaville be authorized to enter into an agreement with HF&H Consultants, LLC to assist staff in the update of the City's Solid Waste Franchise Agreement and negotiations with Recology Vacaville Solano in the amount of \$93,400.