

SECOND AMENDMENT TO THIRD AMENDED AND RESTATED AGREEMENT BETWEEN
CITY OF ROHNERT PARK AND ROHNERT PARK DISPOSAL, INCORPORATED FOR
REFUSE, RECYCLABLE MATERIALS, COMPOSTABLE MATERIALS AND STREET
SWEEPING SERVICES

This Second Amendment to the Third Amended and Restated Agreement for Refuse, Recyclable Materials, Compostable Materials and Street Sweeping Services (this "Amendment") is entered into as of January 25, 2022 between the City of Rohnert Park ("City") and Recology Sonoma Marin ("Recology"), as assignee of Rohnert Park Disposal, Inc. ("RPDI") (collectively, City and Recology are "Parties").

WHEREAS, City and RPDI were parties to the Third Amended and Restated Agreement for Refuse, Recyclable Materials, Compostable Materials and Street Sweeping Services, dated November 28, 2017 (such agreement as amended, the "Agreement");

WHEREAS, as part of the Assignment and Assumption Agreement, dated as of November 28, 2017, RPDI assigned the Agreement to Recology with consent of City;

WHEREAS, the Parties wish to amend the Agreement to assist City in complying with the SB 1383 Regulations (as defined in Exhibit A);

WHEREAS, City intends to implement a 3-container organic waste collection service as contemplated by Section 18984.1 of the SB 1383 Regulations.

NOW, THEREFORE, the parties agree as follows:

1. Effective Date. This Amendment shall take effect January 1, 2022 or the date that the agreement is executed, whichever is sooner.
2. Definitions. For purposes of this Amendment, the terms set forth in Exhibit A, attached hereto and incorporated herein, shall have the meanings given to them in such exhibit. In addition, all references in the Agreement to "Compostable Materials" or "Organic Materials" shall be deemed to refer to "Organic Materials" as defined in this Amendment.
3. Three-Container Organic Waste Collection Services.
 - 3.1. Phased Implementation. City and Contractor acknowledge that Contractor's Organic Material Collection routes must be expanded to satisfy the requirements of the SB 1383 Regulations, and that new collection trucks must be procured by Contractor in order to provide such services. As soon as practicable, Contractor shall provide Organic Material collection service to all of its customers within City who are subscribed to and pay for Refuse Collection service, unless (i) the customer is not required under City's municipal code to subscribe for Organic Material Collection service, or (ii) the customer qualifies for a State- or locally-issued waiver, or (iii) the customer refuses to accept such service.
4. Container Colors and Permitted Materials.
 - 4.1. General Requirement. Contractor shall ensure that each Container that it newly purchases after January 1, 2022 and provides to a Service Recipient serviced under the Agreement conforms to the following color scheme: Gray Containers for collection of Refuse, Blue Containers for collection of Recyclable Materials, and Green Containers for

collection of Organic Materials. In addition, Contractor shall ensure that all Containers it uses to provide such services to Service Recipients serviced under the Agreement conform to such color scheme by January 1, 2036.

4.2. Specific Material Types. Contractor shall allow paper products and printing and writing paper, each as defined in the SB 1383 Regulations, to be placed in either the Blue Container or the Green Container. Carpet and textiles may not be placed in either the Blue Container or the Green Container. Contractor may require its customers to reduce the size of Organic Material so that it does not exceed four feet (4') in length or six inches (6") in diameter prior to collection in the Green Container

5. Container Labels.

5.1. General Requirement. Contractor shall ensure that each Container (or Container lid) that it newly purchases after January 1, 2022 and provides to a Service Recipient serviced under the Agreement shall be labeled or imprinted with language and/or graphics that clearly indicates the primary items accepted and the primary items that are Prohibited Container Contaminants for that Container type. Contractor may comply with this section by using model labeling provided by CalRecycle.

6. Route Reviews.

6.1. General Requirement. At least once annually, beginning in 2022, Contractor shall conduct a Route Review for each Hauler Route. For each Route Review of a Hauler Route, Contractor shall inspect at least the following minimum number of Containers, but may inspect more if Contractor wishes. Each inspection shall involve lifting the Container lid and observing the contents, but shall not require Contractor to disturb the contents or open any bags. Contractor may select the Containers to be inspected at random, or (if mutually agreed with City) by any other method not prohibited under the SB 1383 Regulations. For the avoidance of doubt, Contractor shall not be required to annually inspect every Container on a Hauler Route. Contractor shall include the results of each Route Review in its next regularly scheduled report to City, as required by Section 9.

<u>Route Size (# accounts)</u>	<u>Minimum Number of Containers</u>
Less than 1,500	25
1,500-3,999	30
4,000-6,999	35
7,000 or more	40

6.2. Notice of Contamination. If Contractor finds Prohibited Container Contaminants in a Container during a Route Review, Contractor shall notify the Service Recipient of the violation in writing. The written notice shall include information regarding the Service Recipient's requirement to properly separate materials into the appropriate Containers. The notice may be left on the Service Recipient's Container, gate, or door at the time the violation is discovered, and/or be mailed, e-mailed, electronically messaged or delivered personally to the Service Recipient. Contractor may dispose of the contents of any Container found to contain Prohibited Container Contaminants. The notice shall be provided in English and Spanish.

7. Compliance Reviews.

7.1. General Requirement. At least once annually, beginning in 2022, Contractor shall review the records of its Commercial Business and Multi-Family Residential Complex customers in City that are subscribed for at least two (2) cubic yards per week of combined Refuse, Organic Material and Recyclable Materials service, to determine whether such customers are subscribed for Organic Material Collection service or have an applicable waiver. Contractor shall include the results of each compliance review in its next regularly scheduled report to City, as required by Section 9.

8. Education & Outreach.

8.1. Starting the year that this agreement takes effect, and annually thereafter, Contractor shall provide the following to all its customers under the Agreement:

8.1.1. Information on the Organic Material Service Recipient's requirements to properly separate materials in appropriate containers.

8.1.2. Information on methods for: the prevention of Organic Material generation, recycling Organic Material on-site, sending Organic Material to community composting, and any other local requirements regarding Organic Material.

8.1.3. Information regarding the methane reduction benefits of reducing the landfill disposal of Organic Material, and the methods of Organic Material recovery contemplated by the Agreement.

8.1.4. Information regarding how to recover Organic Material.

8.1.5. Information related to the public health and safety and environmental impacts associated with the landfill disposal of Organic Material.

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

8.3. Educational materials provided pursuant to the above shall be translated into Spanish.

9. Reporting.

9.1. Beginning the date that this agreement takes effect, Contractor shall provide the following information to City as part of Contractor's regularly scheduled quarterly reports under the Agreement:

9.1.1. For information provided by Contractor pursuant to Section 8 above:

(a) Copies of all such information (including flyers, brochures, newsletters, invoice messaging, website and social media postings, emails, and other electronic messages).

(b) The date the information was disseminated or the direct contact made. For website and social media postings, this shall be the date posted.

(c) To whom the information was disseminated or the direct contact made. For mass distributions such as mailings or bill inserts, Contractor may provide the

type and number of accounts receiving the information, rather than listing each recipient individually.

9.1.2. For Route Reviews and Compliance Reviews:

- (a) The date the review was conducted.
- (b) The name and title of each person conducting the review.
- (c) A list of the account names and addresses covered by the review.
- (d) For Route Reviews, a description of each Hauler Route reviewed, including Contractor's route number and a description of the Hauler Route area.
- (e) For Route Reviews, the results of such review (i.e. the addresses where any Prohibited Container Contaminants were found), and any photographs taken.
- (f) For Compliance Reviews, the results of such review (i.e. Contractor's findings as to whether the customers reviewed are subscribed for Organic Material Collection service, have an applicable waiver, or neither), and any relevant evidence supporting such findings (e.g. account records).
- (g) Copies of any educational materials issued pursuant to such reviews.

9.1.3. Documentation relating to observed Prohibited Container Contaminants, whether observed during Route Reviews or otherwise:

- (a) Copies of the form of each notice issued to generators for Prohibited Container Contaminants, as well as, for each such form, a list of the [Generators/Service Recipients] to which such notice was issued, the date of issuance, the [Generator's/Service Recipient's] name and service address, and the reason for issuance (if the form is used for multiple reasons). This information will also be provided monthly to Zero Waste Sonoma if City requests.
- (b) The number of times notices were issued to [Generators/Service Recipients] for Prohibited Container Contaminants.
- (c) The number of Containers where the contents were disposed due to observation of Prohibited Container Contaminants.

9.1.4. A description of Contractor's process for determining the level of Container contamination under the Agreement.

10. Rate Adjustments.

- 10.1. Effective July 1, 2022, each rate set forth in Exhibit O (Maximum Rates) of the Agreement and its sub-exhibits, as well each element of such rate (if any), shall be increased by 3.2%, over and above any other adjustment that may be applicable under the Agreement or this Amendment (including the adjustment under Section 10.2 below).

- 10.2. In calculating the Refuse Rate Index (RRI)_adjustment pursuant to Exhibit M (Refuse Rate Index) of the Agreement that will be effective July 1, 2022, the percentage change in the Disposal Fee cost category shall be increased by 2.86%, over and above any other adjustment that may be applicable under the Agreement. For example, if the actual change in the Disposal Fee over the period January 1-December 31, 2021 is 5.0%, then the RRI adjustment effective July 1, 2022 would be calculated as if the Disposal Fee had increased by 7.86% over the same period.
11. Commercial Food Waste/Dry Commercial Mixed Waste Programs. Effective at the time the tip fee (Gate Rate) at County facilities is adjusted to eliminate the \$4.21/ton portion thereof that previously funded such programs, Section 5.04.2.A (Commercial Food Waste Program) and Section 5.03.3.C (Dry Commercial Mixed Waste Program) of the Agreement are hereby deleted in their entirety.
12. Section 18988.1 and 18988.2 Compliance. Contractor hereby notifies City that Organic Material collected pursuant to the Agreement is currently being delivered to the following facility(ies), either directly or after transfer at County facilities: Waste Management EarthCare Compost in Novato; Cold Creek Compost in Ukiah; West Contra Costa Landfill Composting Facility in Richmond. City hereby approves delivery of Organic Material to such facility(ies). Contractor shall comply with its obligations under this Amendment and the obligations that by operation of law are imposed upon it directly pursuant to Chapter 12 of the SB 1383 Regulations.
13. Future Changes. The parties acknowledge that future changes to this Amendment or the Agreement may be desirable to assist the parties with their respective compliance obligations under the SB 1383 Regulations or subsequent amendments thereto or interpretations thereof. The parties agree to negotiate any such proposed changes in good faith. The foregoing shall not be deemed to limit either party's rights or remedies under the Agreement.
14. Miscellaneous. In the event of any conflict between this Amendment and the Agreement, this Amendment shall govern. Section headings in this Amendment are for convenience only and shall not be used in the interpretation of this Amendment. This Amendment may be executed in counterparts. As used in this Amendment, "including" and its variants mean "including without limitation."

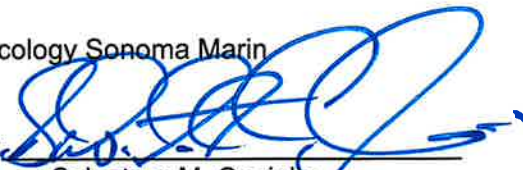
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IN WITNESS WHEREOF, this Amendment is entered into as of the date first written above.

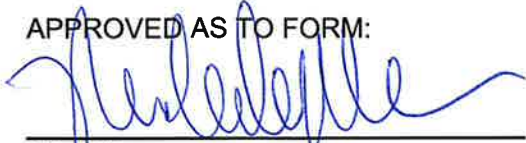
City of Rohnert Park

By: 
Name: Darrin Jenkins
Title: City Manager
Date: 3/9/2022

Recology Sonoma Marin

By: 
Name: Salvatore M. Coniglio
Title: Chief Executive Officer
Date: 2/8/22

APPROVED AS TO FORM:


City Attorney

ATTEST:



City Clerk

Exhibit A

DEFINITIONS

“Blue Container” means a Container colored as follows: (a) the lid shall be blue, or (b) the body shall be blue and the lid shall be either blue, gray, or black. Hardware such as hinges and wheels may be any color.

“Container” means any Cart, Bin or Debris Box.

“Gray Container” means a Container colored as follows: (a) the lid shall be gray or black, or (b) the body shall be gray or black and the lid shall be gray or black. Hardware such as hinges and wheels may be any color.

“Green Container” means a Container colored as follows: (a) the lid shall be green, or (b) the body shall be green and the lid shall be green, gray, or black. Hardware such as hinges and wheels may be any color.

“Hauler Route” means the designated weekly itinerary or sequence of stops scheduled to be performed by one collection vehicle providing regularly scheduled Refuse, Recyclable Material or Organic Material collection services (not on-call or Bulky Item/Abandoned Waste) within the Contractor’s collection service area under the Agreement.

“Organic Material” means wastes comprising material originated from living organisms and their metabolic waste products, including food, green material, landscape and pruning waste, clean unpainted/untreated wood (with no nails, wire, etc.), paper products, and printing and writing paper, but excluding textiles and carpets, manure, biosolids, digestate, sludges, non-compostable paper, Construction & Demolition Debris, and Hazardous Waste. No material shall be considered Organic Material unless it has been segregated by the Service Recipient for separate collection.

“Prohibited Container Contaminants” means any of the following:

- (a) Non-Organic Material placed in the Green Container, including but not limited to textiles and carpets, manure, biosolids, digestate, sludges, non-compostable paper, Construction & Demolition Debris, and Hazardous Waste;
- (b) Material placed in the Gray Container that is specifically identified under the Agreement for collection in the Green Container or Blue Container;
- (c) Non-Recyclable Material placed in the Blue Container. Paper products and printing and writing paper may be considered acceptable and not considered Prohibited Container Contaminants if they are placed in the Blue Container.

“Route Review” means a visual inspection of Containers along a Hauler Route for the purpose of identifying Prohibited Container Contaminants, which may include mechanical inspection methods such as use of cameras.

“SB 1383 Regulations” means the Short-lived Climate Pollutants (SLCP): Organic Waste Reductions regulations adopted by the California Department of Resources Recycling and Recovery (“CalRecycle”) in 2020.

“Service Recipient” means Single Family Residence, Multi-Family Residential Complex, or Commercial Business Premise receiving Collection services from Contractor.

For purposes of this Amendment, the following terms (whether or not capitalized) shall have the meanings given to them in the SB 1383 Regulations, unless the context indicates a different meaning was intended: biosolids, digestate, food, non-compostable paper, paper products, printing and writing paper, sludges.