

**FRANCHISE AGREEMENT
BETWEEN
RODEO SANITARY DISTRICT
AND
RICHMOND SANITARY SERVICE, INC.**

This FRANCHISE AGREEMENT (“Agreement”), effective on March 9, 2022, is entered into by and between RODEO SANITARY DISTRICT, a Special District organized under the Sanitary District Act of 1923 (“District”), and RICHMOND SANITARY SERVICE, INC., a California Corporation and wholly owned subsidiary of Republic Services, Inc. (“Contractor”).

WHEREAS, District and Contractor entered into a previous franchise agreement for Solid Waste and Recyclable Materials, and Organic Waste collection and disposal services effective November 1, 2001, the term of which was extended through and including December 31, 2011, by writing dated March 3, 2011 (attached hereto as Exhibit A-1), and further extended through and including January 11, 2012, by writing dated January 6, 2012 (attached hereto as Exhibit A-2); and

WHEREAS, on January 1, 2012, District and Contractor entered into the First Amendment and Restatement of Franchise Agreement (“First Restatement”), wherein the District’s Board of Directors determined that continuity of Solid Waste, Recyclable Materials, and Organic Waste collection and disposal service was essential to the public health and in the community interest to update and extend said Franchise Agreement; and

WHEREAS, the term of the First Restatement is ten (10) years, from January 1, 2012 through and including December 31, 2021; and

WHEREAS, Senate Bill 1383, the Short-lived Climate Pollutant Reduction Act of 2016 (“SB 1383”) and the SB 1383 regulations adopted in 2020 that created 14 CCR, Division 7, Chapter 12 and amended portions of regulations of 14 CCR and 27 CCR require the District to implement mandatory Organic Waste reduction programs within the District effective January 1, 2022, and requires amendments to the First Restatement to implement the requirements of SB 1383; and

WHEREAS, the District’s Board of Directors finds and determines that the public interest, health, safety and well-being, including the District’s interest in the rollout and implementation of SB 1383-compliant programs within the District is best served by entering into this Franchise Agreement (“Agreement”), effective January 1, 2022, the term of which extends through and includes December 31, 2031.

DEFINITIONS

1.0 DEFINITIONS. As used herein, the following terms shall have the meanings set forth below.

1.01 Agreement. “Agreement” means this Franchise Agreement by and between the District and Contractor for the collection, removal and disposal of Solid Waste and the recycling of material, including Construction and Demolition (C & D) materials.

1.02 Brown Goods. “Brown Goods” means electronic equipment such as stereos, televisions, VCR’s, Personal Date Assistants (PDA’s), telephones and other related items not containing cathode ray tubes (CRT’s).

1.03 Bulky Items. "Bulky Items" means those materials including furniture, carpets, mattresses, white goods, brown goods, E-waste, clothing and large Green Waste items that do not exceed seven feet by three feet by two feet (7'x 3'x 2') in size nor weigh no more than two hundred (200) pounds, which are attributable to the normal activities of a single-family or duplex residential dwelling. Bulky items include "Bulky wastes" and means Solid Waste items which by their large size or weight are precluded from normal storage and collection. Bulky wastes include stoves, refrigerators, water heaters, furniture, beds, etc., subject to the size limitations set forth above that require special arrangements for collection.

1.04 California Integrated Waste Management Act. "California Integrated Waste Management Act" means the California Integrated Waste Management Act of 1989 (sometimes referred to as "AB 939"), Public Resources Code § 40000 and following as it may be amended, including but not limited to AB 341, SB 1016, AB 1826, and SB 1383, including implementing regulations adopted by *CalRecycle*.

1.05 Commercial Solid Waste. "Commercial Solid Waste" means Solid Waste routinely originating from Commercial premises and from Multi-family Dwelling complexes receiving centralized bin service, multi-family apartment complexes of three (3) or more residential units utilizing Commercial Bin or individual cart service, and wastes originating from commercial business activities performed in Residential premises.

1.06 Construction and Demolition Debris. "Construction and Demolition (C&D) Debris" means waste building materials, debris, packaging and rubble resulting from construction and demolition operations on pavements, houses, Commercial, Multi-Family Dwellings and other structures and improvements, and that are not Hazardous Waste as defined in the Public Resources Code Section 40141.

1.07 Contractor. "Contractor" means Richmond Sanitary Service, Inc. (RSS) and is the entity which has been granted an exclusive franchise pursuant to the terms and conditions set forth herein.

1.08 Customers. "Customers" means homeowners, tenants, and owners or operators of commercial, industrial and business premises within the Franchise Area.

1.09 Designated Waste. "Designated Waste" as used herein has the meaning set forth in Section 2522 of Title 23 of the California Code of Regulations, as amended from time to time.

1.10 District. "District" means the Rodeo Sanitary District, acting by and through its Board of Directors.

1.11 District Manager. "District Manager" means the District Manager of Rodeo Sanitary District.

1.12 E-waste. "E-waste" means discarded electronics equipment such as cell phones, answering machines, computers, monitors and peripheral equipment, televisions and other items containing cathode ray tubes (CRTs), LCD or plasma screens or monitors.

1.13 Food Scraps. "Food Scraps" means all food such as, but not limited to, fruits, vegetables, meat, poultry, seafood, shellfish, bones, rice, beans, pasta, bread, cheese, and eggshells. Food Scraps excludes fats, oils, and grease when such materials are source separated from other Food Scraps.

1.14 Food Soiled Paper. "Food-Soiled Paper" is compostable paper material that has come in contact with food or liquid, such as, but not limited to, uncoated paper plates, uncoated paper cups, napkins, paper towels, and pizza boxes.

1.15 Food Waste. "Food Waste" means Food Scraps and Food-Soiled Paper.

1.16 Franchise Area. "Franchise Area" means the geographic area generally described in Exhibit B-1 and depicted in Exhibit B-2 (both attached hereto) may be amended from time to time upon the mutual agreement of the parties without requiring an amendment to this Agreement to reflect changes in boundaries of the Franchise Area in such a manner as to identify each alteration to the Franchise Area and the effective date thereof.

1.17 Green Waste. "Green Waste" means recyclables that are plant wastes. The term "Green Waste" includes but is not limited to tree, shrub, or bush trimmings, grass cuttings, yard clippings, flowers, plants, wood, leaves, branches, tree pieces no greater than 4" in diameter or 3' in length, and putrescible solid and semisolid plant-based material.

1.18 Hazardous Waste. "Hazardous Waste" means a waste, or combination of wastes, which because of its quantity, concentration or physical, chemical, toxic or infectious characteristics may either:

- 1) Cause or significantly contribute to an increase in mortality or an increase in serious irreversible, or incapacitating reversible, illness; or
- 2) Pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, disposed of or otherwise managed.

1.19 Household Hazardous Waste. "Household Hazardous Waste" means any material that may be harmful to humans, animals or the environment that may be generated or commonly found at a Residential Service Unit.

1.20 Industrial Waste. "Industrial Waste" means Solid Waste originating from mechanized manufacturing facilities, factories, refineries and publicly operated treatment works and waste which is collected in debris boxes ten (10) yards or greater in size.

1.21 Infectious Waste. "Infectious Waste" as used herein has the meaning set forth in Health and Safety Code Section 25117.5, as amended from time to time.

1.22 Solid Waste/Municipal Solid Waste. "Solid Waste" or "Municipal Solid Waste" has the same meaning as defined in Public Resources Code Section 40191, which defines Solid Waste as all putrescible and non-putrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, dewatered, treated, or chemically fixed sewage sludge which is not hazardous waste, manure, vegetable or animal solid and semi-solid wastes, and other discarded solid and semi-solid wastes, with the exception that Solid Waste does not include any of the following wastes:

- (1) Hazardous waste, as defined in the Public Resources Code Section 40141.
- (2) Radioactive waste regulated pursuant to the State Radiation Control Law (Chapter 8 (commencing with Section 114960) of Part 9 of Division 104 of the Health and Safety Code).
- (3) Medical waste regulated pursuant to the State Medical Waste Management Act (Part 14 (commencing with Section 117600) of Division 104 of the Health and Safety Code). Untreated medical waste shall not be disposed of in a Solid Waste landfill, as defined in Public Resources Code Section 40195.1. Medical waste that has been treated and deemed to be Solid Waste shall be regulated pursuant to Division 30 of the Public Resources Code.

1.23 Multi-family Apartment Complex. “Multi-family Apartment Complex” means a complex of dwelling units consisting of three (3) units or more used for residential purposes. For purposes of compliance with SB 1383 requirements, a multi-family premises means of, from, or pertaining to residential premises with five (5) or more dwelling units. Multi-Family premises do not include hotels, motels, or other transient occupancy facilities, which are considered Commercial Businesses.

1.24 Recycling. “Recycling” means the process of collecting, sorting, cleaning, treating and reconstituting Recyclable Materials which otherwise would be disposed of in a landfill and returning them to the economy in the form of raw materials suitable for new, reused, reconstituted products or in the form of reusable goods suitable for resale or donation, consistent with the requirements of the District for Recycled Materials.

1.25 Recyclable Materials. “Recyclable Materials” means those materials which are subject to being collected, sorted, cleansed, treated, processed, and reconstituted so that what would otherwise become Solid Waste is capable of becoming material which is returned to the economic system as a resource in a form of raw material for new, reused, or reconstituted products. Recyclable Materials include, but are not limited to, newspaper and magazines, paper and cardboard, tin and aluminum cans, glass, plastics recyclable in the District, demolition and construction wastes, and green waste. Recyclable Materials to be collected by Contractor in the Curbside Collection Program are those listed in Exhibit “F” (attached hereto).

1.26 Residential Solid Waste. “Residential Solid Waste” means Solid Waste routinely originating from single-family dwellings or multi-family dwellings of three (3) units or more utilizing Commercial Bin or individual cart service. Residential Solid Waste includes Household Hazardous Waste, but does not include Septage.

1.27 Septage. “Septage” means non-skewered liquid or semi-liquid waste that may be trucked to treatment facilities for disposal, to include but not be limited to, waste from residential septic tanks, commercial grease cleanouts and industrial waste holding facilities.

1.25. Sludge. “Sludge” shall mean accumulated solids, residues and precipitates generated as a result of water treatment or processing, including wastewater treatment, water supply treatment or operation of an air or water pollution control facility, and mixed liquids and solids pumped from septic tanks, grease traps, privies or similar disposal appurtenances or other such waste having similar characteristics or effects.

1.28 White Goods. “White Goods” means discarded refrigerators, ranges, water heaters, freezers, washers, dryers and other similar household appliances.

1.29 Organic Waste. “Organic Waste” means waste containing material originated from living organisms and their metabolic waste products, and may include, but is not limited to, kitchen or table food waste, and vegetable wastes, green plant material, landscape and pruning waste, untreated/unpainted lumber and wood, food soiled paper, biosolids, digestate, and sludges, or as otherwise defined in 14 CCR Section 18982(a)(46). Organic Waste does not include Compostable Plastics.

1.30 CalRecycle. “CalRecycle” means California's Department of Resources Recycling and Recovery, which is the State Agency charged with responsibility for developing, implementing, and enforcing the provisions of SB 1383.

1.31 CCR. “CCR” means the State of California Code of Regulations. CCR references in this ordinance are preceded with a number that refers to the relevant Title of the CCR (e.g., “14 CCR” refers to Title 14 of CCR).

TERMS AND CONDITIONS

2.0 TERM. Subject to Section 32.0 of this Agreement, the term of this Agreement and the exclusive Franchise granted hereunder shall commence effective March 9, 2022 and continue through December 31, 2031.

3.0 INTENT TO PROVIDE FOR COLLECTION, REMOVAL FOR RECYCLING PROCESSING AND/OR DISPOSAL, ALL SOLID WASTE, RECYCLABLE MATERIALS AND ORGANIC WASTE. The Parties hereto agree that District currently has the right to grant to Contractor the exclusive privilege and duty of the collection, removal, and/or recycling of all Solid Waste, Recyclable Materials, and Organic Waste, including Construction and Demolition ("C & D") Debris discards in the Franchise Area as set forth herein.

4.0 EXCLUSIVE PRIVILEGE AND DUTY. District hereby grants to Contractor the exclusive privilege and duty to collect and remove for disposal and/or recycling all Solid Waste, Recyclable Materials, and Green Waste/Organic Waste (including C & D) within the Franchise Area as depicted in Exhibit B-2, and to charge and receive payment therefore, pursuant to and subject to the terms of this Agreement. The Franchise Area may be expanded or reduced in size by mutual agreement of the parties.

5.0 EXCEPTIONS TO EXCLUSIVE PRIVILEGE. The exclusive privilege granted by this Agreement shall not apply if a person or entity contracts with a third party for the removal and disposal or recycling of inorganic refuse or garden waste (a "Non-Franchised Contractor") and such removal and disposal or recycling is solely incidental to the contracted work such as remodeling, roofing, or gardening occasionally performed for the customer, and the work is performed by the Non-Franchised Contractor utilizing their own employees to load their truck or debris box and driving their truck to haul away the Solid Waste, Recyclable Materials, or Green Waste/Organic Waste. This exception shall not apply if the Non-Franchised Contractor incurs a net cost of collection to any third person in connection with its collection and/or disposal of said Solid Wastes, Recyclable Materials, or Green Waste/Organic Waste. Nor shall the exclusive privilege of this Agreement apply to those who qualify for exemption under Rodeo Sanitary District Ordinance 99-102, as amended.

6.0 CONTRACTOR'S DUTY TO MAINTAIN RECORDS; DISTRICT'S RIGHT TO EXAMINE RECORDS. Contractor shall maintain a proper set of books and records in accordance with generally accepted accounting principles, accurately reflecting the business done by it under this Agreement.

The District may have the books and records of the Contractor examined by a District Agent appointed for that purpose by the District. District shall give thirty (30) days' written notice to the Contractor of such examination date.

Contractor shall further maintain and make available to District upon its request, records as to number of Customers, total and by type, route maps, tonnage information, SB 1383-compliant route reviews and other information in accordance with Paragraph D of Section 21.0 of this Agreement, as may reasonably be required by District. In addition, Contractor shall maintain accurate records of vehicle and equipment maintenance and customer complaints which shall be available to the District upon request. District shall treat the information required by this paragraph as confidential information to the extent permitted by law.

District may, in the event of a request for a change of rates based upon an event of Force Majeure pursuant to Section 33.0 of this Agreement, take the actions, subject to the limitations and controls, set forth in the balance of this Section 6.0.

The information required by this Section shall pertain to Contractor's operations covered and regulated by this Agreement, and nothing contained herein shall require Contractor to provide District with information pertaining to Contractor's operations which are not regulated by District, except in conformance with this Section 6.0.

A District Agent may examine Contractor's books, records and financial statements pertaining to operations not regulated by the District as may be reasonably required for the sole purpose of gathering information necessary to allow the District Agent to ascertain whether income, expenses, assets, and liabilities are reasonably and consistently allocated among operations regulated by District and those not regulated by District. Contractor shall obtain District's written approval of its method of segregating its financial records between District-regulated and non-District regulated operations. District shall not unreasonably withhold such approval.

Information gathered from examination of records pertaining to operation not regulated by District shall be treated by District and its agents as proprietary and confidential information.

For the review of books and other financial records necessary to verify the Contractor's income, expenses, assets, and liabilities, "District Agent" shall mean an independent Certified Public Accountant or public accountancy firm. For all other information or records, including the results of financial verification, "District Agent" shall mean any consultant designated by the District.

Nothing in this Section will prevent District from allowing public access to District records as provided for under the California Government Code, and in the event any dispute arises as to the public's access to said information provided by Contractor under the terms of this Agreement, District shall in its discretion provide public access to said information according to law or tender the defense of any claims made against the District concerning said information to Contractor. Prior to releasing any information pursuant to this paragraph, District shall make a good faith effort to notify Contractor of the intended release with the intention that Contractor will have a reasonable opportunity to obtain a protective order prior to the time the law requires District to disclose the information.

7.0 RATES. Contractor shall perform the responsibilities and duties herein in accordance with and in consideration of the service rates set forth in this Agreement ("Rates").

7.01 RESIDENTIAL SERVICE. Commencing on March 9, 2022, and subject to other provisions of this Agreement, the rates charged hereunder for standard residential weekly Solid Waste, Recyclable Materials, and Green Waste/Organic Waste curbside collection service, shall remain fixed as defined in Exhibit C (attached hereto) through December 31, 2022.

7.02 COMMERCIAL SERVICE. Commencing on March 9, 2022, and subject to other provisions of this Agreement, the rates charged hereunder for standard commercial weekly Solid Waste, Recyclable Materials, and Green Waste/Organic Waste curbside collection service, shall remain fixed as defined in Exhibit D (attached hereto) through December 31, 2022.

7.03. FUTURE ADJUSTMENTS. Thereafter, the above rates shall be subject to the Rate Adjustment Methodology set forth in Section 8.0 of this Agreement.

8.0 RATE ADJUSTMENT METHODOLOGY.

8.01 ANNUAL RATE ADJUSTMENT. Commencing on January 1, 2023, for Commercial and Residential Solid Waste Customers, and thereafter on each January 1, through January 1, 2026, Contractor shall be entitled to a rate adjustment based on the percentage increase, if any, by which the most recent in the United States Bureau of Labor Statistics Consumer Price Index for All Urban Consumers for the San Francisco-Oakland-Hayward Metropolitan Area (CPI), available on October 31 of

the preceding year exceeds the CPI for the corresponding month the year before. For example, the CPI adjustment for January 1, 2023, will be based on the percentage increase, if any, by which the most recent CPI that is available on October 31, 2022 (i.e., August 2022) exceeds the CPI for the same month in 2021 (in this example, August 2021).

On or before November 30, 2026, the District Board of Directors shall, pursuant to Article XIID, Section 6, of the California Constitution and Government Code Sections 53755 and 53756, conduct a public hearing to implement CPI rate adjustments for the calendar years 2027 through 2031. Provided that there is no majority protest following the public hearing described in the preceding paragraph, the January 1, 2027, CPI adjustment shall be based on the percentage increase, if any, in the United States Bureau of Labor Statistics Consumer Price Index for All Urban Consumers for the San Francisco -Oakland-Hayward Metropolitan Area (CPI), published for August 2026, as compared with the CPI published for August 2025. Thereafter, to enable compliance with Government Code Section 53756, January 1 CPI adjustments for the calendar years 2028-2031 shall be based on the percentage increase, if any, in the respective CPI published for August of the preceding year compared to the previous August.

8.02 INTERIM ADJUSTMENT FOR UNFORESEEABLE CIRCUMSTANCES.

Contractor may request an adjustment in rates at reasonable times other than required under this Agreement for unforeseen and reasonably unforeseeable changes in the cost of providing service under this Agreement. Such changes shall include, but not be limited to, changes in law, ordinances or regulations, changes in service programs or services, etc. When an extraordinary adjustment is requested, such adjustment shall consider changes in all costs and revenues associated with such request. For each such request, Contractor shall prepare a schedule comparing the proposed costs and revenues for such affected line item to the then current costs and revenues, including an estimate of the cost impact of the change. Such request shall be prepared in a form acceptable to District with support for assumptions made by Contractor in preparing the estimate. The parties shall endeavor to negotiate a mutually acceptable adjustment amount.

8.03 PASS THROUGH OF TAXES, FEES AND DISPOSAL SURCHARGES. Along with Contractor's rights as described in Sections 8.01-8.02, and in Section 33.0, and notwithstanding the foregoing, the rates may be increased by a pass-through of taxes, fees, or other surcharges increased or imposed after the effective date hereof by local, county or state governmental agencies on disposal rates generally at local landfills or Solid Waste facilities, so long as Contractor delivers to District forty-five (45) days' written notice and explanation of such an increase sufficiently in advance to allow the District to provide notice thereof to its Customers no less than forty-five (45) days before a public hearing on the proposed increase.

8.04 DISTRICT APPROVAL OF RATE ADJUSTMENTS. The District shall have the right to approve rate increases described in Section 8.02 and 8.03, above, but such approval shall not be unreasonably withheld, provided that any such adjustments will be effective only after approval by the District Board of Directors following a public hearing by the end of which there is no majority protest.

9.0 WEST CONTRA COSTA COUNTY SANITARY LANDFILL CLOSURE, IRRF DEVELOPMENT AND BONDING AND JPA CHARGES

A. In no event shall the Customers or the District be responsible for the payment of any increases in disposal costs, taxes, surcharges, or fees arising from the closure of West Contra Costa Sanitary Landfill or the use of any transfer station owned or used by Contractor or its affiliates.

B. In no event shall the Customers or the District be responsible for the payment of any increases of tipping fees by the West Contra Costa Integrated Waste Management Authority related to

facility design, construction and bond financing costs related to development of the West Contra Costa Integrated Resource Recovery Facility ("IRRF").

C. In the event that the West Contra Costa Integrated Waste Management Authority (the "Joint Powers Authority" or "JPA") refuses to accept Solid Waste, Recyclable Materials, Green Waste/Organic Waste or Household Hazardous Waste from the District, then Contractor shall not pass through such JPA Additional Charges and shall hold harmless the District from such JPA Additional Charges.

D. Contractor shall defend, indemnify, and hold District harmless from any increase in the rates not otherwise provided for in this Agreement.

10.0 COMMENCEMENT OF SERVICES BY CONTRACTOR. Contractor shall commence services provided for pursuant to this Franchise Agreement on March 9, 2022 and shall provide such services through December 31, 2031.

11.0 OPERATION BY CONTRACTOR. Contractor shall furnish all necessary equipment for services provided pursuant to this Agreement in the Franchise Area and shall maintain such equipment in a sanitary condition at all times. Contractor shall furnish all necessary labor in connection with the operation of a Solid Waste collection system in the Franchise Area. Subject to the provisions contained in Paragraph D of Section 21.0 of this Agreement, Contractor shall deliver all necessary carts and containers, which will be provided at no additional cost to Customers or the District and shall be new or in like condition.

Contractor, in performance hereof, shall use trucks with covered, water-tight truck bodies constructed of sufficient strength to withstand a fire within, without endangering adjacent property. Trucks, roll-off boxes, bins, or similar types of equipment shall be kept clean and in good repair. Contractor shall have its name and telephone number on the side of each truck and on each drop box, bin or similar type equipment provided by Contractor. District shall have the right, but no obligation, to inspect the trucks and equipment used by Contractor within the Franchise Area.

Contractor shall provide a Disability "Wheel-out" Service to eligible residents at no additional cost. For purposes of this Section 11.0, "eligible residents" are those Customers who: 1) are physically unable to move the carts and live in a premises with no other residents capable of moving carts to the curb for service; and 2) annually provide a sworn statement verifying these facts, accompanied by medical certification of disability. Contractor shall make a good faith determination of whether or not a household is eligible for Disability "Wheel-out" service at no additional cost. If a request for Disability "Wheel-out" Service is denied by Contractor, Customers may appeal this determination to the District and the District shall make a final determination under rules to be established at the discretion of the District.

Contractor shall develop and implement a Public Education and Outreach Program to ensure that Recycling (including recycling and reuse of Green Waste/Organic Waste) and edible food recovery outreach efforts in accordance with SB 1383 and its implementing regulations are maximized, and residences and businesses are fully informed about all aspects of Contractor's services to be rendered hereunder. Contractor shall work with the District to assure that Contractor's Public Education and Outreach Program achieves its goals of educating the residents and businesses of the District and increasing participation in Recycling. As part of its efforts generally, Contractor shall provide local community involvement in Rodeo similar to its community involvement in surrounding areas.

Contractor shall develop and implement a transition plan to ensure that the implementation of the services, service program enhancements and/or modifications to be provided hereunder occurs with minimum Customer inconvenience.

12.0 TIME AND MANNER OF COLLECTION. Contractor shall systematically collect Solid Waste, Recyclable Materials, and Green Waste/Organic Waste from residential Customers in Contractor-provided carts set-out curbside on a weekly basis and from commercial Customers, using Contractor-provided containers, from locations agreed upon between the Contractor and each commercial Customer on a weekly, or more frequent basis. Upon commencement of service and upon changes in collection day schedules, Contractor shall provide each Customer with notice of the scheduled collection day. Contractor shall not collect Solid Waste, Recyclable Materials, and Green Waste/Organic Waste from residential Customers between the hours of 7:00 a.m., and 5:30 p.m., and between the hours of 7:00 a.m. and 4:00 p.m. for commercial Customers.

As used in this Section 12, the term "curbside" shall mean carts set out with wheels against the curb, or if there is no curb, at a location within three feet (3') of the nearest paved roadway to allow Contractor to perform collection using the automated collection devices of Contractor's collection vehicles. Giving appropriate consideration to driver safety. Contractor shall not unreasonably refuse to service carts/containers improperly placed at curbside and shall work with its Customers to educate them on how to place carts for collection.

If a collection of Solid Waste, Recyclable Materials, and Green Waste/Organic Waste for any residential Customer is missed, then upon notification, Contractor will return to perform such missed collection. Where the missed collection is not due to the fault of Contractor, an additional fee, consistent with such fees charged in other West Contra Costa County service areas, will be charged to those residential Customers requesting return collection. Where a residential Customer fails to place his or her cart out in a timely fashion as a result of a good faith error, Contractor shall return to perform such missed collection at no charge to the Customer one time and shall provide written notice to the Customer that a charge will be imposed on subsequent occasions. If notice of a missed pick-up is received before 12:00 Noon, the return trip collection will be conducted on that same day. For missed pickups reported after 12:00 Noon, the return trip collection may be conducted the following business day.

13.0 CUSTOMER SATISFACTION, AB 939, SB 1383, AND EFFICIENCIES IN OPERATION.

From time to time, at its discretion, District may examine Contractor's operations in order to evaluate whether or not the Contractor is operating at a satisfactory level of efficiency and Customer satisfaction. Contractor agrees to cooperate in any such examination and shall permit District representatives to inspect, at Contractor's principal place of business, such information pertaining to Contractor's obligations hereunder as District may require, including, but not limited to, such things as Customer inquiry records, collection routes and equipment records. Access to Contractor's records shall be subject to Section 6.0 of this Agreement. Contractor shall provide to the District a quarterly report of AB 939 compliance. The base year shall be 1990.

Contractor agrees to indemnify and hold the District harmless from and against any and all liability to the State of California for the District's non-compliance with the requirements of the California Integrated Waste Management Act and SB 1383 due in whole or material part to the material failure of Contractor to properly carry out the reasonable directives of the District to the Contractor regarding collection and disposition of Solid Waste, Recyclable Materials, and Green Waste/Organic Waste; provided, however, that Contractor shall not be obligated to carry out any such directive (and shall not indemnify nor hold the District harmless from any resulting liability) if the District fails to agree to allow Contractor its reasonable costs (including a reasonable profit) associated with carrying out any such directive.

14.0 CUSTOMER SERVICE STANDARDS. Contractor shall provide prompt, efficient, continuous, and professional service to its Customers. Contractor shall have a phone system with sufficient capacity to promptly respond to telephone calls for at least 8 hours a day during weekdays, excluding those holidays

observed by Contractor. Telephone numbers for customer service shall be located in the local telephone directory. All telephone lines for customer service shall be toll free to Customers.

Upon initiation of service and at least once a year, Contractor shall send or deliver to Customers information concerning the conditions of service, including, but not limited to, rates, fees, charges, service options, payment options, discounts (if any), collection schedule information, the amount and manner of refuse to be collected, service level and inquiry/complaint procedures, including the name, address and local telephone number of Contractor and the name, address and telephone number of the District. The form and content shall be subject to the review and approval of the District. Such approval shall not be unreasonably withheld.

15.0 CUSTOMER COMPLAINTS. Contractor shall develop and implement policy and procedure for responding to and recording Customer complaints, including dispute resolution. Upon request, Contractor will provide to District, on a monthly basis, summary reports including the number and nature of complaints from Customers and the resolution thereof.

16.0 BILLING. Contractor shall bill (a) residential Customers quarterly, in advance, (b) commercial Customers, monthly in advance, and (c) roll-off box and compactor Customers monthly in arrears. Contractor shall have the right to modify the billing method for any Customer if requested by Customer and agreed to by Contractor, or in the event that the Customer is delinquent. Contractor may, with the approval of the District, change the frequency of billing for any class of Customers. Contractor shall have the right to assess and collect reasonable late charges for delinquent payments or to suspend service to any Customer for non-payment, in accordance with Contractor's standard procedures applicable to its services in West Contra Costa County, and subject to applicable District ordinances. In no event shall the District assume any liability for non-payment of the Customers.

The form and content of customer bills shall conform to the standards and practices of billings for Solid Waste collection, disposal, and recycling services (including Organic Waste/Green Waste) applicable in West Contra Costa County.

17.0 RECYCLABLE MATERIALS, GREEN WASTE/ORGANIC WASTE, AND USED MOTOR OIL.

17.01 RESIDENTIAL SERVICE

A. Recycling. -- Contractor shall collect and remove Recyclable Materials for recycling from residential Customers on a weekly basis, on the same day of the week as Solid Waste Collection. Contractor shall collect those Recyclable Materials listed on Exhibit F (attached hereto) that are timely placed at curbside in a Contractor-provided cart for that purpose. Exhibit F may be amended from time to time upon the mutual agreement of the parties without requiring an amendment to this Franchise Agreement. Residential Recyclable Materials collection and removal services are included in rates set out in Exhibit C.

B. Green Waste/Organic Waste. -- Contractor shall collect and remove Green Waste/Organic Waste (including Food Waste commingled with Green Waste/Organic Waste) for composting from residential Customers on a weekly basis, on the same day of the week as Solid Waste and Recyclable Materials collection. Contractor shall collect Green Waste/Organic Waste that is timely placed at curbside in Contractor-provided carts. Residential Green Waste/Organic Waste collection and removal services are included in rates set out in Exhibit C.

C. Used Motor Oil & Filters. -- Contractor shall collect and remove for recycling from each residential Customer on the same day of the week as Solid Waste collection and on the same day of the week as Recyclable Materials collection, up to two (2) gallons of used motor oil and one (1) used oil filter

per collection, up to six (6) times each year, provided that such used motor oil and filters are presented in a Used Motor Oil Recycling Kit currently provided by Contra Costa County. In the event the County Used Motor Oil Recycling Kit Program is discontinued, the parties shall meet and confer to determine the best practice for used oil/filter recycling and cost management thereof. Residential Used Motor Oil & Filters collection and removal services are included in rates set out in Exhibit C.

D. Public Education and Outreach. --- Residential Public Education and Outreach is included in rates set out in Exhibit C. Commencing March 9, 2022, Community Education and Outreach Program for Residential Customers will include:

- New Start Information packet for new Residential Service Customers.
- Information on compliance with SB 1383 rules and regulations.
- Annual Services Guide mailer.
- Billing inserts on:
 - Christmas Tree collection and disposal
 - Set-out guidelines for Customers requesting included at no additional cost one-time per year On-Call Curbside Bulky Item Clean-ups
 - Set-out guidelines for Customers requesting additional On-Call Curbside Bulky Item Collection Service (“For Fee” service)
- Upon request, provide speakers for community organizations, service clubs and schools.
- Participation in community events upon request.

17.02 COMMERCIAL SERVICE

A. Recycling. -- Contractor shall collect and remove Recyclable Materials for recycling from commercial Customers on a weekly, or more frequent, basis, using standard SB 1383-compliant, Contractor-provided carts. Recycling collection for Customers utilizing cart service shall be an included service up to the Solid Waste collection subscription level. Commercial Bin service for 1 to 7-yard containers shall be made available for one (1) to five (5) times per week collection subject to the provisions contained in Paragraph D of Section 21.0.

B. Commercial Commingled Recycling. -- Contractor shall assist District in meeting AB 32 (“California Global Warming Solutions Act of 2006”) and AB 818 (“Mandatory Commercial Recycling Regulations”, aka “Renter’s Right to Recycle Act”) diversion mandates commencing July 1, 2012. Contractor shall also assist District in meeting SB 1383 mandates commencing January 1, 2022. AB 32 seeks to reduce greenhouse gas emissions by diverting commercial Solid Waste to recycling efforts. AB 818 mandates commercial recycling programs for businesses, multi-family residences five (5) units or more and public entities that generate two (2) cubic yards or more of commercial Solid Wastes, Recyclable Materials, and/or Green Waste/Organic Waste per week. Contractor shall collect and remove Commercial Commingled Recycling on a weekly, or more frequent, basis. Commercial Commingled Recycling service for 1 to 7-yard containers shall be made available one (1) to five (5) times per week, subject to the provisions contained in Paragraph D of Section 21.0. Service rates for weekly curbside collection of Food Waste contained in commercial carts or commercial bins and related information and outreach services are included in rates set out in Exhibit D.

C. Commercial Food Waste. -- Contractor shall collect and remove Commercial Food Waste on a weekly, or more frequent, basis as outlined in this Paragraph C of Section 17.02. Commercial Food Waste service for 65-gallon carts shall occur on weekly basis. Commercial Food Waste service for 1 to 2-yard containers shall be made available one (1) to five (5) times per week, subject to the provisions contained in Paragraph D of Section 21.0. Service rates for weekly curbside collection of Food Waste

contained in commercial carts or commercial bins and related information and outreach services are included in rates set out in Exhibit D.

D. Public Education and Outreach. -- Commercial Public Education and Outreach is included in rates set out in Exhibit C. Commencing March 9, 2022, Community Education and Outreach Program for Residential Customers will include:

- New Start Information packet for new Residential Service Customers.
- Information on compliance with SB 1383 rules and regulations.
- Annual Services Information mailer.
- Billing inserts on:
 - Christmas Tree collection and disposal
 - Set-out guidelines for Customers requesting On-Call Clean-ups (included service)
 - Set-out guidelines for Customers On-Call Bulky Item Collection Service (“For Fee” service)
- Upon request, provide speakers for community organizations, service clubs and schools.
- Participation in community events.

18.0 ON-CALL CLEAN UP COLLECTION.

A. On-Call Curbside Bagged Clean-ups. Contractor shall collect and remove for disposal bagged wastes (trash, or all Green Wastes) from residential service Customers on an “on-call” basis twice per year at no additional charge. Each On-Call Bagged Clean-up is limited to two (2) cubic yards (12 to 15 35-gallon bags) of waste per collection request. An additional fee, consistent with such fees charged in other West Contra Costa County service areas, will be charged to those residential Customers requesting On-Call Bagged Clean-ups beyond the twice per year limit, or “set-outs” of more than two (2) cubic yards (12 to 15 35-gallon bags) of materials for collection per collection request.

On-Call Clean-ups may be used for all trash or all Green Waste. Trash Clean-ups will be collected on regular Solid Waste collection day. All Green Waste Clean-ups must be contained in compostable bags or tied in bundles not more than four’ in length and 18” in diameter.

Set outs of mixed materials will be collected as Solid Waste.

B. On-Call Curbside Bulky Household/E-Waste Item Clean-ups. Contractor shall collect and remove for disposal one (1) Bulky Household Item or five (5) E-waste pieces (= 1 item) from residential service Customers on an “on-call” basis once per year at no additional charge. An additional fee, consistent with such fees charged in other West Contra Costa County service areas, will be charged to those residential Customers requesting On-Call Bulky Household or On-Call E-Waste Item Clean-ups beyond the once per year limit, or requesting Clean-up of more than one (1) Bulky Household Item or E-Waste Item (5 E-waste pieces = 1 Item).

19.0 CHRISTMAS TREE COMPOSTING. Contractor shall collect and remove natural Christmas Trees. (Unflocked and-uncontaminated by ornaments, tinsel, stands, wrapping materials, etc.) for composting in weekly Green Waste/Organic Waste Collection Program at no additional cost to residential Customers, provided that Christmas trees are trimmed and/or cut to size, placed in green waste carts, and set out for collection on their regular Green Waste collection day.

Non-compostable flocked trees, trees contaminated by ornaments, tinsel, stands and wrapping materials and artificial trees can be trimmed and cut to size and placed in brown Solid Waste carts and set out for collection on their regular Solid Waste collection day.

Special Service fees and applicable disposal charges apply to curbside whole tree collection (compostable and non-compostable trees).

With proof of residency, Rodeo residents will be allowed to self-haul natural unflocked Christmas trees with all ornaments, tinsel and stands removed, and not wrapped in cloth or plastic, for no cost disposal at the West County Composting Facility through the second weekend in February. Flocked, artificial trees, trees contaminated with ornaments, tinsel or stands and trees wrapped in cloth or plastic are not compostable and then current disposal fees will apply.

20.0 HOUSEHOLD HAZARDOUS WASTE PROGRAM. Contractor shall allow Rodeo residential Customers, at no additional charge, to deliver Household Hazardous Wastes to its affiliated West County Resource Recovery Facility's Household Hazardous Waste Drop-Off Center, located at 101 Pittsburg Avenue, Richmond, CA 94801, up to government-specified volume limits for materials accepted for disposal. Residential Customers may deliver those hazardous wastes typically found in residences and incidental to owning and maintaining a place of residence, such as pesticides, solvents, oil-based paints, acids, bases, latex paint, used oil, anti-freeze, lead acid batteries and household batteries. Excluded materials are any waste materials generated in the course of operating a business or a business concern at a residence, as well as ammunition, explosives, nuclear waste, infectious waste, and wastes requiring special handling.

21.0 INCLUDED SERVICE FOR DISTRICT

A. Waste Collection and Disposal. -- Contractor shall perform Solid Waste collection and disposal services as set forth in Exhibit E (attached hereto) at no extra charge to District.

B. On-Call Public Property Clean-up. -- Upon request of the District Manager, Contractor shall provide annually up to three (3), or a combined total of thirty (30) cubic yards maximum, On-Call Public Property Clean-ups.

Beginning March 9, 2022, if fewer than three (3) On-Call Public Property Clean-ups are requested in the calendar year, remaining On-Call Public Property Clean-ups may be carried over for use in the following calendar year, for one year. At the end of the second calendar year going forward throughout the term of this Agreement, any unused On-Call Public Property Clean-ups are relinquished, and the annual allocation reverts back to up to three (3) On-Call Public Property Clean-ups, with calendar year for one year, etc.

Except for carry-over On-Call Public Property Clean-ups, Contractor's expenses in performing Public Property Clean-up services for the District described in this Section in excess of three (3) Clean-ups or 30 cubic yards in one year shall be paid for by the District.

C. Mandatory Subscription Compliance. -- The District Board of Directors have determined that adequate and effective Solid Waste management protects the public health, combats blight, avoids adverse impact on property values and is properly a responsibility of ownership. Contractor shall assist District to develop and implement processes for compliance with the mandatory subscription provisions of District Ordinance No. 99-102, as amended.

D. SB 1383 Compliance Services.

1. **Containers.** Contractor shall provide three (3) SB 1383-compliant containers for Residential and Commercial collection services as follows:

All containers must meet SB 1383 color and labeling requirements by January 1, 2036. Effective January 1, 2022, all Residential Customers may keep their existing containers for the duration of the useful life of those containers. Contractor will replace Residential Customer

containers with containers from Contractor's existing inventory (i.e., containers purchased by Contractor prior to January 1, 2022 and which are authorized for use pursuant to SB 1383) until such time as the Contractor's existing inventory of such containers is exhausted. New or replacement containers purchased by Contractor after January 1, 2022 are required to meet container colorization (i.e., Black, Blue, and Green carts or lids) and labelling requirements under SB 1383. New containers purchased after January 1, 2022 will include graphic-based labels identifying the acceptable materials permitted within each source-separated cart. Once Contractor has exhausted its entire inventory of existing non-SB 1383 color compliant carts/containers, it may utilize SB 1383-color compliant containers for new Residential Customers or to replace existing Residential Customers' containers on an "as-needed" basis.

2. Outreach on Container Contamination Minimization, Organic Waste Recycling, and Edible Food Recovery. Contractor will implement targeted education and outreach efforts to Residential Customers regarding compliance with SB 1383, including but not limited to identifying and separating different types of materials and placing them in the appropriate container to avoid container contamination, recycling and reuse of Organic Waste, and edible food recovery. Contractor shall develop educational materials (subject to District approval) to explain program changes and new program implementation. A welcome outreach package for new SB 1383 programs will be sent to all Residential and Commercial Customers after March 9, 2022.

3. Container Contamination Minimization Program. Effective March 9, 2022, Contractor shall implement an SB 1383-compliant Container Contamination Minimization Program which shall include the following:

a. Container Inspections/Route Cart Audits. Contractor will periodically conduct "Route Cart Audits" (as "route reviews" is defined in 14 CCR Section 18982(a)(65)) whereby Contractor's personnel will perform random inspections of containers along each route by lifting the lids of carts and observing the contents for evidence of contamination. All routes shall be inspected at least once annually. Contractor's personnel shall administer the annual cart inspections/Route Cart Audits, including keeping records of the routes audited, and all street addresses where Contractor's personnel observed the presence of material(s) that do not belong in that type of cart ("Prohibited Container Contaminants").

b. Contamination Fee Notice. If Contractor's personnel observes Prohibited Container Contaminants in a Customer's container, Contractor may issue a Contamination Fee Notice to that Customer which shall include: 1) a description of the Prohibited Container Contaminants observed within the Customer's containers; 2) the date and time the Prohibited Container Contaminants were observed in the Customer's containers; 3) what are acceptable and prohibited materials for each container, and how to properly separate materials into the appropriate containers; 4) the amount of the Contamination Fee; 5) Invite Customer to call RSS Customer Service Center for information and assistance with proper materials separation and management. Contractor may issue the Contamination Fee Notice to a Customer by 1) Attaching the Contamination Notice to the offending container; 2) Attaching a "door hanger" notice on the Customer's front door and/or via U.S. Mail, e-mail or text message.

4. Physical Space Waivers and De Minimis Waivers for Commercial Customers. Contractor shall assist District in connection with Commercial Customer applications for Physical Space Waivers and De Minimis Waivers applied for in compliance with 14 CCR Section 18984.11. Contractor shall assist District with development of application requirements and protocols, evaluation and verification of the details in the Customer waiver applications, and

provide assistance with preparation of District's written determinations on Customer waiver applications.

5.. **SB 1383 Data Reporting.** Contractor shall assist District with SB 1383 reporting requirements by providing compliance data needed for District-generated reports to CalRecycle in accordance with 14 CCR Sections 18984.4 and 18995.2.

22.0 RESPONSIBILITY FOR DISPOSAL. Contractor shall be solely responsible for delivery of Recyclable Materials and Solid Waste (including Green Waste/Organic Waste) collected pursuant to this Agreement to appropriate processing and/or disposal facilities. The costs of such collection and disposal are included in the rates set forth in Exhibits C and D of this Agreement.

23.0 FRANCHISE FEE TO DISTRICT. Contractor shall pay to the District for the exclusive privilege of collecting and removing Solid Waste, Recyclable Materials, and Green Waste/Organic Waste within the Franchise Area, a franchise fee of four and one-half percent (4.5%) of all Contractor's gross quarterly receipts generated from the performance of such Solid Waste collection services under this Agreement, and such franchise fee shall be paid to the District on a quarterly basis. Said franchise fee shall not be applied to any collection fees or other receipts related to Green Waste, Household Hazardous Waste materials, or Recyclable Materials.

24.0 HAZARDOUS WASTE. The parties hereto agree that this Agreement contemplates only the collection, transportation and disposal of ordinary Municipal Solid Waste and recognize that federal, state, and local agencies with responsibility for defining Hazardous Waste and Designated Waste and for regulating the collection, handling, or disposing of such substances are continually providing new definitions, tests and regulations concerning these substances. Under this Agreement, it is Contractor's responsibility to keep current with the regulations and tests on such substances and to identify such substances and to comply with all federal, state, and local regulations concerning such substances. Contractor shall make every reasonable effort to prohibit the collection and the disposal of Hazardous/Designated Waste in any manner inconsistent with applicable law.

Contractor agrees to provide to District upon its request, Contractor's program for identifying Hazardous/Designated Waste and complying with all federal, state, and local statutes and regulations concerning such substances.

25.0 FAITHFUL PERFORMANCE BOND. Contractor shall submit to District within fifteen (15) days of the execution of this Agreement a corporate surety bond in the amount of One Hundred Thousand Dollars (\$100,000.00). The bond shall be executed by a surety company licensed to do business in the State of California and reasonably acceptable to the District. The condition of the bond shall be that Contractor will faithfully perform the duties imposed by this Agreement. Any action by District to proceed against the bond shall not limit or affect the right of District to use other remedies available to District under the Agreement, or in courts of law or equity.

26.0 INSURANCE. Contractor shall procure and maintain in full force and effect at all times during the entire term of this Agreement the following insurance coverage:

A. A. Liability Coverage as follows totaling \$20 million in primary and excess (combined) \$5 million per occurrence and \$5 million General Aggregate which shall apply separately to the scope of this agreement for Comprehensive General Liability, \$5 million combined single limit, Automobile Liability, \$3 million Employer's Liability and an additional \$10 million in Excess/Umbrella Liability Insurance over all policies. District shall be named as an additional insured under such Comprehensive General Liability and Automobile Liability insurance policies via blanket-form endorsement with respect to acts or omissions of Contractor

relating to this Agreement. Excess /Umbrella policies shall follow form of underlying General Liability, Auto Liability and Employer's Liability policies.

B. Workers' Compensation. Insurance with statutory limits, which policy shall be endorsed via blanket-form endorsement to include a waiver of subrogation.

C. Evidence of Comprehensive General Liability, Automobile Liability, Employers Liability and Workers' Compensation insurance shall be provided by Contractor by filing with District a certificate of insurance indicating that District is named as an additional named insured under such Comprehensive General Liability and Automobile insurance policies via blanket-form endorsement as specified above. For any claims related to the scope of this agreement, the Contractor's insurance coverage shall be primary insurance coverage as respects the District, its officers, officials, employees, agents and volunteers and any insurance any of them maintain shall be excess to the Contractor's insurance. All policies, except Workers' Compensation and Umbrella Liability policies, shall include a provision that coverage shall not be cancelled without thirty (30) days' notice to the District. Contractor shall notify District at least thirty (30) days prior to cancellation of either its Workers' Compensation or its Umbrella Liability policies.

D. Such insurance shall be obtained from a company or companies licensed to do business in the State of California. Failure of Contractor to maintain insurance in the manner and amounts stated herein will constitute a material breach of this Agreement. Contractor shall provide evidence of insurance satisfactory to the District requirements herein, for example, an Accord-Form certificate of insurance.

27.0 INDEMNIFICATION. All work and performance covered by this Agreement shall be at the risk of Contractor.

Notwithstanding the provisions of Section 26.0, Contractor agrees to save, indemnify and keep harmless the District, its officers, directors, employees, agents and assigns against any and all liability, claims, judgments or demands, including demands arising from injuries or deaths of persons and damage to property arising directly or indirectly out of the obligations herein undertaken or out of the operations conducted by Contractor, save and except claims or litigation arising through the sole negligence or willful misconduct of District, and will make good to and reimburse District for any expenditures, including reasonable attorney's fees, that District may make by reason of such matters if requested by District shall defend any such suit at the sole cost and expense of Contractor.

Should any party successfully challenge the validity of this Agreement, or the procedure by which this Agreement was entered into, then in such case the Contractor shall have no cause of action for damages or any other relief against District as a result of such successful challenge.

Contractor has the right to defend this Agreement and District. District has no duty to Contractor to defend the validity of this Agreement or any provision hereof.

28.0 ATTORNEY'S FEES. Except for circumstances in which Contractor is obligated to defend and indemnify District, including without limitation those set forth in Section 27.0, in the event of litigation between the parties arising hereunder, each party shall pay its own litigation expenses, including attorney's fees.

29.0 ASSIGNABILITY. Contractor shall not sell, assign, subcontract or transfer this Agreement or any part hereof, or any obligation hereunder, without the written consent of District. Any assignee, as a condition of obtaining the District's written consent, shall be required to disclose financial information to District evidencing that the obligations of Contractor pursuant to this Agreement will be performed throughout the remaining term of this Agreement.

The term "assign" shall include any dissolution, merger, consolidation, or other reorganization of Contractor, which results in change of control of Contractor. The term "assign" does not include internal business reorganizations or formation of new companies by Contractor.

In the event Contractor herein attempts to assign or subcontract this Agreement or other part hereof or any obligation hereunder to a non-affiliate of Contractor without the consent of the District, then the District shall have the right to elect to terminate this Agreement forthwith, without suit or other proceeding.

Following a properly noticed public hearing, District may assign or transfer any or all of its rights under this Agreement without the consent of Contractor to any legally authorized public entity, provided such entity assumes all of the obligations of District as provided herein.

30.0 INVOLUNTARY ASSIGNMENT. No interest of Contractor in this Agreement shall be assignable by operation of law. Each or any of the following acts shall be considered an involuntary assignment providing District with the right to elect to terminate the Agreement forthwith, without suit or other proceeding.

- A. If Contractor is or becomes insolvent or makes an assignment for the benefit of creditors.
- B. If Writ of Attachment or Execution is levied on this Agreement or other property of Contractor such that would affect Contractor's ability to perform its duties and obligations under this Agreement.
- C. If in any proceeding in which Contractor is a party, a Receiver is appointed with authority to take possession of Contractor's property such that would affect Contractor's ability to perform its duties and obligations under this Agreement.

31.0 NOTICE PROVISIONS. Any notice required or permitted under this Agreement shall be in writing and shall be deemed to have given if delivered personally, or ten (10) days after posted certified mail, return receipt requested, addressed as appropriate either.

To Contractor: Richmond Sanitary Service, Inc.
 Attn: Shawn Moberg, General Manager
 3260 Blume Drive, Suite 115
 Richmond, California 94806

Or to District: Rodeo Sanitary District
 Attn: District Manager
 800 San Pablo Avenue
 Rodeo, California 94572

Each party will also endeavor to mail a courtesy copy to counsel for the other party.

32.0 BREACH AND TERMINATION. Upon recommendation by the District Manager, the District shall determine whether a breach of any provision of this Agreement by Contractor has occurred. Any waiver of a breach shall not be deemed to be a waiver of any subsequent breach or to be construed as approval of a course of conduct. In the event that the District determines that a breach has occurred, District shall give Contractor written notice of the breach setting forth the breach or default. Contractor shall have a reasonable period to cure the noticed breach. In the event the breach or default is cured to the satisfaction of the District within the period of time allotted, the breach shall not be deemed a material breach. In the event that the District determines that Contractor has failed to satisfactorily cure the breach or default within the period of time allotted, the District may determine such breach or default to be material, subject to Contractor's rights pursuant to the dispute resolution procedure set forth below.

Multiple or repeated breaches, or a pattern of breaches and subsequent attempts to cure said breaches by Contractor shall provide an adequate basis for the District, in its discretion, to declare any subsequent breach to be material, notwithstanding whether the breach is ultimately cured by Contractor. A material breach shall be cause for termination of this Agreement by the District.


In the event of termination pursuant to this Section, District shall have the right to temporarily assume the obligations of Contractor and shall have the right forthwith to take possession of all trucks and other equipment of Contractor and exercise Contractor's right to enter and use any disposal facilities for the purpose of performing the services agreed to be performed by Contractor herein until such time as District can make other arrangements for the performance of said services. However, such temporary assumption of Contractor's obligations under the Agreement shall not be continued by District for a period exceeding twelve (12) months from the date such operations are undertaken by District.

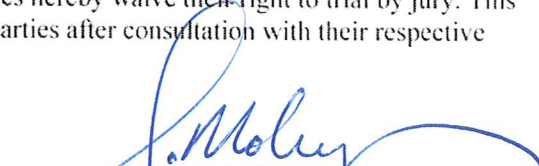
During any period in which District has temporarily assumed the obligations of Contractor under this Agreement, District shall be entitled to the gross revenue attributable to operations during such period and shall pay there from only those costs and expenses applicable or allocable to said period, including the reasonable rental value of the trucks and equipment to be paid to Contractor. District shall be entitled to the excess, if any, of revenue over applicable or allocable costs and expenses during such period. The loss, if any, during such period shall be a charge against Contractor, and shall be paid to District by Contractor on demand. Final adjustment and allocation of gross revenue, costs, and expenses to the period during which District temporarily assumed the obligations of Contractor shall be determined by an audit by a Certified Public Accountant and prepared in report form with his/her unqualified opinion annexed thereto.

Nothing in this Agreement shall prevent the District during any period in which District temporarily assumes the obligations of Contractor under this Agreement, from employing persons who were employed by the Contractor for the collection of Solid Waste under this Agreement.

Upon the occurrence of a material breach and the declaration of such and termination of this Agreement by the District, this Agreement and the franchise granted there under shall be of no further force and effect, excepting these provisions governing District's right to temporarily assume Contractor's obligations and to use Contractor's facilities upon early termination as provided herein District then shall be free to enter into whatever other arrangements are deemed justified and necessary for the collection, removal and disposal of Solid Waste within the Franchise Area.

In the event of a dispute between Contractor and the District of whether or not a material breach has occurred, or whether or not such a breach has been cured, or otherwise under this Agreement, then the parties shall engage in good faith negotiations to resolve their differences. The party seeking to commence the dispute resolution process provided in this Section 32.0 shall send a notice to the other party. The parties may elect to employ the services of a mediator to assist in the resolution of any such dispute. In the event that the parties are unable to resolve their dispute within thirty (30) days of the date of the sending of the notice, then either party may commence an action in the Superior Court of the State of California in the County of Contra Costa. The parties hereby waive their right to trial by jury. This waiver of their right to a trial by jury is made by the parties after consultation with their respective counsel and is a knowing and informed waiver.


District


Contractor

Notwithstanding the foregoing, in the event that the District determines that the health and safety of its residents require immediate action, the District may proceed to litigation without mediation and may seek injunctive relief.

33.0 FORCE MAJEURE. Notwithstanding Contractor's exclusive franchise rights set forth in Section 5.0 of this Agreement, upon an event of Force Majeure due to war, insurrection, riots, floods, earthquakes, fires, acts of God, acts of a public enemy, epidemics, quarantine restrictions, strikes or labor unrest or any other causes beyond the control and not the fault of Contractor, which interrupts the collection of Solid Waste by Contractor, the District shall have the right to declare a temporary suspension of this Agreement for the reasonable duration of the event of Force Majeure and until such time as District determines that Contractor is able to reassume all obligations under this Agreement. Should Contractor fail to demonstrate to the reasonable satisfaction of the District that required services can be resumed by Contractor prior to the expiration of a six (6) months' period, this Agreement may be terminated at the direction of the District.

Upon an event of Force Majeure beyond the control or not the fault of Contractor, which does not interrupt the collection of Solid Waste by Contractor, but affects the costs incurred by Contractor to perform the duties and obligations described herein, Contractor may apply to District for changes in the rates set forth in Exhibits C and D attached hereto and as such rates may have been adjusted pursuant to this Agreement.

Contractor shall not be in breach or default under the terms of this Agreement if such breach or default is due to war, insurrection, riots, floods, earthquakes, fires, acts of God, acts of a public enemy, epidemics, quarantine restrictions, or other causes beyond the control or not the fault of Contractor, and such breach or default could not have been prevented by reasonable foresight on the part of the Contractor.

34.0 COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS. Contractor shall comply with all applicable laws, rules and regulations that are now in effect or may be promulgated or amended from time to time by the Government of the United States, that State of California, the District and any other agency now authorized, or which may be authorized in the future to regulate the services to be performed herein regarding the collection, removal and disposal of Solid Waste and recycling of material.

35.0 AMENDMENT OR MODIFICATION. This Agreement may be amended or modified upon written agreement of the parties hereto. The parties agree to meet and confer in good faith if amendments or modifications are proposed.

36.0 SEVERABILITY. In the event legal action is brought by a person or entity, other than the parties to this Agreement, to challenge, invalidate, contest or set aside any of the provisions of this Agreement, each and every term and condition, and each and every section and paragraph is severable from the remaining terms, conditions, sections and paragraphs. The invalidation of any term, condition, section or paragraph as a result of a legal action, brought by a person or entity not a party to this Agreement, shall not affect the validity or enforceability of the remaining provisions. However, if material provisions hereof are invalidated or otherwise affected, the parties agree to negotiate in good faith to reach agreement on revisions which preserve the substance hereof to the greatest extent allowed by law. For purposes of the preceding sentence, the provisions of Sections 6.0, 14.0, 23.0, 26.0, 27.0, 29.0, 34.0 and 38.0 are deemed to be material.

37.0 CONFLICT OF INTEREST STATEMENT. Neither the Contractor nor any of its officers, owners, agents, employees, representatives, or parties in interest, has in any way sought by agreement or collusion, communication or conference with any person or entity to secure any advantage against the District, or any person interested in this Agreement. All discussions, negotiations and communications related to or regarding the terms and conditions of services to be provided and compensation for those services under this Agreement are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of Contractor or any of its officers, owners, agents, employees, representatives or parties in interest, including signatories to this Agreement.

38.0 PARENT COMPANY GUARANTEE. Contractor is a wholly owned subsidiary of Republic Services, Inc., and Republic Services, Inc., hereby guarantees the performance of Contractor hereunder.

39.0 COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute the same instrument.

IN WITNESS WHEREOF, the District has caused these presents to be signed thereunto duly authorized and Contractor has caused these presents to be signed on its behalf by its General Manager, and by Guarantor Republic Services, Inc., has caused these presents to be signed on its behalf by its Area President, thereunto duly authorized and empowered to enter into this Franchise Agreement, with the intent to be bound hereby, all on the day and year first above written.

Rodeo Sanitary District
By:

Connie Batchelder 9-12-22
Connie Batchelder, President Date
Board of Directors

Approved as to form:
By:

Carl PA Nelson 10-19-22
District Counsel Date

Richmond Sanitary Service, Inc.
By:

Shawn Moberg 8/29/2022
Shawn Moberg Date
General Manager

Republic Services, Inc. [As Guarantor]
By:

Michael Caputo 9/6/2022
[Insert Name] Date
[Title]



RICHMOND SANITARY SERVICE

Subsidiary of  REPUBLIC
SERVICES INC.

3260 BLUME DRIVE • RICHMOND, CALIFORNIA 94806



March 3, 2011

Mr. Steve Beall, District Engineer
Rodeo Sanitary District
800 San Pablo Avenue
Rodeo, CA 94572

Dear Mr. Beall:

Although we continue to make extraordinary effort to provide a proposal for Franchise extension for the Board's March 8, meeting, owing to constraints of corporate review, it became apparent that we likely will be unable to meet that commitment. Therefore, as a matter of fair dealing to inform the Board as early as possible of the situation, on February 18, we were obliged to request continuing the time for submission of the proposal.

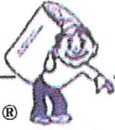
It is our understanding that as consideration for continuing the submission period to March 31, the District Board has requested a two months' extension of the Franchise to December 31, 2011, with no increase in service rates for the months of November and December 2011.

Looking forward to continuing good faith negotiations, we will agree to extend the Franchise through December 31, 2011, with no increase in service rates during that extension period.

Very truly yours,

Shawn Moberg
General Manager

cc: W. Lau
J. Coverston



RICHMOND SANITARY SERVICE



Subsidiary of rgfBSPUBUC

3260 BLUME DRIVE • RICHMOND, CALIFORNIA 94806

January 6, 2011

Mr. Steve Beall, District Manager
Rodeo Sanitary District
800 San Pablo Avenue
Rodeo, CA 94572

Dear Mr. Beall:

Despite continuing effort by party representatives, we have been unable to complete preparation of the contract document by the extended deadline of January 6, 2012. Therefore, to facilitate final preparation and execution of the contract document we will agree to extend the 2001 Franchise agreement through January 11, 2012.

Very truly yours,

Shawn Moberg
General Manager

cc: C. Nelson
W. Lau
J. Coverston

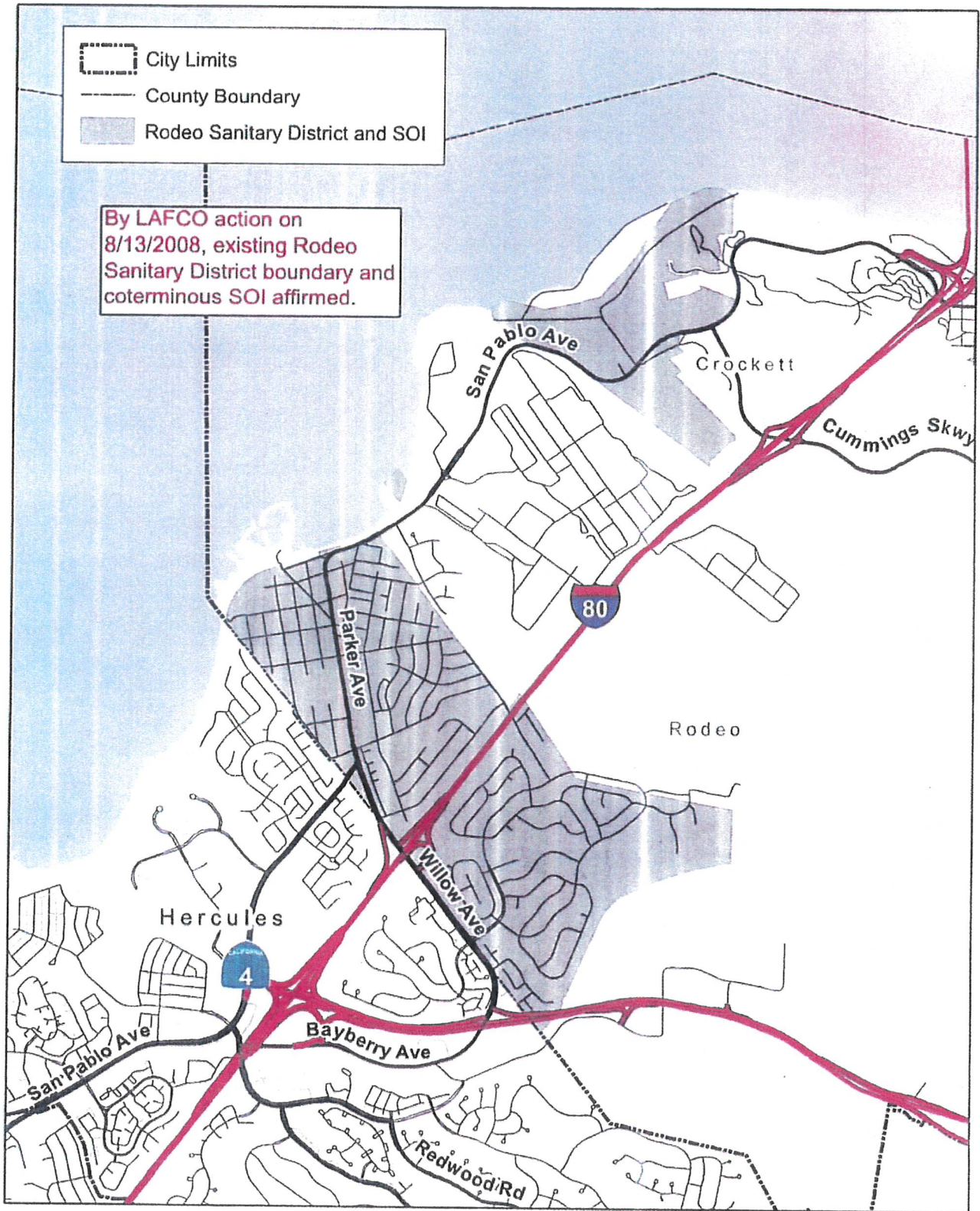
FRANCHISE SERVICE AREA

See attached map.

Notes:

- 1) The District is currently updating the attached map to reflect the addition of the Rodeo Marina to the Rodeo Sanitary District. The Marina area is currently serviced by Republic Services.
- 2) The area currently known as Tormey is excluded from the Rodeo Franchise Service Area hereunder.

Rodeo Sanitary District and coterminous Sphere of Influence



Map created 8/5/2008
by Contra Costa County Community Development, GIS Group
451 Pine Street, 4th Floor North Wing, Martinez, CA 94553-0005
37.56 48.4534 122.26 35.5844

This map was created by the Contra Costa County Community Development Department with data from the Contra Costa County GIS Program. Some data, primarily City Limits, is derived from the CA State Board of Equalization's tax rolls. While obligated to use the data the County assumes no responsibility for its accuracy. This map contains copyrighted information and may not be altered. It may be reproduced in its current state if the source is cited. Users of this map agree to read and accept the County of Contra Costa disclaimer of liability for geographic information.

0 0.125 0.25 0.5 Miles



**RODEO SANITARY DISTRICT
RESIDENTIAL COLLECTION SERVICE RATES
EFFECTIVE MARCH 9, 2022**

Cart Size	2022* Rate
20-gallon	36.66
35-gallon	39.22
35-gallon Sr.	33.97
65-gallon	47.46
95-gallon	64.61

* Includes weekly 65-gallon each recycling/organics collection.
Includes SB 1383 compliant carts and bin lid colorization and labeling no later than 12/31/2031.

9/23/2022 jmc

**RODEO SANITARY DISTRICT
COMMERCIAL COLLECTION SERVICE RATES
EFFECTIVE MARCH 9, 2022**

*SOLID WASTE (GARBAGE / FOOD WASTE)					
Bin Size	Collections per Week				
	1 x week	2 x week	3 x week	4 x week	5 x week
1-yard	157.22	314.42	471.64	628.87	786.08
2-yard	242.99	485.94	728.90	971.90	1,214.86
3-yard	328.75	657.47	986.20	1,314.91	1,643.64
4-yard	414.46	828.96	1,243.44	1,657.93	2,072.41
5-yard	503.19	1,006.42	1,509.60	2,012.76	2,515.95
6-yard	586.02	1,172.01	1,757.99	2,343.96	2,929.96
7-yard	662.75	1,325.52	1,988.23	2,651.01	3,313.77
65-Gal Cart	57.11				
95-gal Cart	39.56				

*Above rates do not include recycling.

COMMINGLED RECYCLING					
Bin Size	Collections per Week				
	1 x week	2 x week	3 x week	4 x week	5 x week
1-yard	78.61	157.21	235.82	314.44	393.04
2-yard	121.50	242.97	364.45	485.95	607.43
3-yard	164.38	328.74	493.10	657.46	821.82
4-yard	207.23	414.48	621.72	828.97	1,036.21
5-yard	251.60	503.21	754.80	1,006.38	1,257.98
6-yard	293.01	586.01	879.00	1,171.98	1,464.98
7-yard	331.38	662.76	994.12	1,325.51	1,656.89

3/31/2022 wl/jmc

INCLUDED SERVICE FOR DISTRICT

- One (1) 2-yard bin to be located at the District's wastewater treatment plant and emptied on a weekly basis.
- One (1) 20-yard roll-off box located at District's wastewater treatment plant and emptied on-call from District.
- Two (2) 20-yard roll-off boxes to be provided during Rodeo annual clean-up sponsored by Rodeo Chamber of Commerce.
- One (1) 2-yard bin to be located at the Rodeo Community Center and emptied on a weekly basis.
- Weekly collection service for all existing (1) public street containers.
- District's sludge material will be accepted at Contractor's West County Landfill. Only State and County mandated landfill fees and taxes will be charge to District.
- On-call Public Property Clean-up (up to three (3) collections, or 30 cubic yards annually). Unused Public Property Clean-ups shall be rolled over for one year, to the nest calendar year, for a maximum of six (6) Clean-ups in any calendar year. On-Call Clean-ups over three (3) allocated clean-ups in one year, or six (6) collections (consisting of up to three (3) roll-over and three (3) allocated clean-ups) in a two-year period shall be paid by the District.

CURBSIDE RECYCLING

Recyclable Materials accepted in the Curbside Collection Program includes:

Paper and fiber materials, such as:

- White and colored paper
- Non-carbon forms
- Computer paper
- Newspaper
- Junk mail, magazines and catalogs
- Paperback books
- Phone books
- Corrugated cardboard
- Mixed paper and envelopes
- Paper bags
- Paper eggs cartons, cereal-type boxes
- Chip board

Containers, such as:

- Wax coated milk and juice bottles
- Plastic or glass water, juice, beer, wine, and soda bottles
- Aluminum cans, foil, roasting pans (fold and flatten)
- Steel and bi-metal cans
- Glass bottles, jars (all colors)
- #1 PETE narrow neck bottles
- #2 HDPE narrow neck bottles
- #3-#7 plastic narrow neck bottles

PUBLIC EDUCATION PROGRAM

Contractor shall assist the District achieve the goals of its program through active participation in public education and outreach. Programs will include general Solid Waste handling and management information, with emphasis on waste reduction and diversion. The goal will be to increase community awareness, maximize recycling and waste reduction in the residential and commercial sectors through education about recycling, composting, packaging reduction, State of California diversion requirements, reuse opportunities, the importance of utilizing recycled, recyclable products and taking advantage of reuse opportunities.

Contractors Public Education and Outreach Program will include the following components for residential Customers:

- New Service Start information packet with a full complement of information on service programs offered and utilization guidelines.
- Information on compliance with SB 1383 rules and regulations.
- An Annual Service Information mailer covering all services offered.
- Billing inserts on Christmas tree composting and disposal options.
- Billing inserts on On-Call Clean-up Collection service.
- On-Call Clean-up guidelines for Customers requesting clean-ups.
- Upon request, speakers for community service organizations and schools.
- Participation in community events.

Commercial Service outreach will include:

- Written information on implementation of newly mandated State requirements for enhanced environmental protections, commercial and commingled recycling (i.e., AB 32, AB 818), etc.
- Written information on any new service programs (i.e., food scrap recycling).
- Upon request, site assessment and/or waste stream audits to define service needs and service plans.
- Information on compliance with SB 1383 rules and regulations.