

OMNIBUS AMENDMENT TO WASTE DELIVERY AGREEMENT AND
FRANCHISED HAULER AGREEMENT

This Omnibus Amendment to Waste Delivery Agreement and Franchised Hauler Agreement (this "Amendment") is entered into as of January 1, 2022, by and among the City of Santa Rosa ("City"), Republic Services of Sonoma County, Inc. ("Republic"), and Recology Sonoma Marin ("Recology").

WHEREAS, each of the cities of Cloverdale, Cotati, Healdsburg, Rohnert Park, Santa Rosa and Sebastopol (the "Committed Cities" or "Cities") is party to a Waste Delivery Agreement with Republic (each, a "WDA"), and a Franchised Hauler's Agreement Agreement To Be Bound by City's Waste Delivery Commitment, with Republic and Recology (each, an "FHA");

WHEREAS, Republic and Recology are parties to an Agreement for Operations of Sonoma County Transfer Stations and Materials Recovery Facility (the "Prime Subcontract"), pursuant to which Republic subcontracted to Recology certain of Republic's obligations under the Amended and Restated Agreement for Operation of the Central Landfill and County Transfer Stations (the "MOA") between the County of Sonoma and Republic;

WHEREAS, the MOA, Prime Subcontract, WDAs and FHAs (collectively, the "County Agreements") contemplate that Recology will provide a limited program for collection of Commercial Food Waste and Dry Commercial Mixed Waste within urban areas of City (the "Programs"), to be compensated solely through a portion of the Facility Operations Service Fee that Recology receives under the Prime Subcontract;

WHEREAS, the Programs and related compensation contemplated by the County Agreements do not meet the requirements of SB 1383, including provision of organics service to all residential and commercial generators (not just urban customers), periodic route reviews to monitor contamination, periodic compliance reviews to monitor participation, and detailed reporting related to the foregoing;

WHEREAS, the parties believe that the needs of City to comply with SB 1383 can be best served by having City's organic waste and Dry Commercial Mixed Waste programs fully funded under its franchise agreement with Recology, rather than attempting to implement an SB-1383 compliant program by supplementing the existing (noncompliant with SB1383) Programs with additional services under City's franchise agreement;

WHEREAS, eliminating the funding for the Programs under the Prime Subcontract will allow the Gate Rates charged to Recology (as City's franchised hauler) on Committed City Waste delivered to the County facilities to be reduced (compared to what the Gate Rates would otherwise be) by the portion that previously funded the Programs;

NOW, THEREFORE, the parties agree as follows:

1. Effective as of April 1, 2022, Section 2.3 of City's WDA, and Sections 3 and 4 of City's FHA (and of Exhibit C to City's WDA, which sets forth the form of the FHA), are hereby deleted and of no further force or effect.
2. Effective as of April 1, 2022, City's FHA is hereby amended to add the following as Section 1(a) thereof:

“To allow more cost-effective routing under its franchise agreement with City, and to reduce the need for dedicated Commercial Food Waste routes, Recology may collect Commercial Food Waste in its residential collection vehicles, commingled with residential organics, provided that the tonnage of Commercial Food Waste so collected does not exceed fifteen percent (15%) of the total tonnage of Commercial Food Waste collected by Recology, and provided further that Recology compensates Republic Services of Sonoma County, Inc. (“Republic”) for such commingled Commercial Food Waste, all as more specifically set forth in an agreement between Recology and Republic. Compliance with the preceding sentence is intended as an alternative means of complying with City’s and Recology’s obligations to deliver such commingled Commercial Food Waste (which is a Committed Waste) to Republic. This is a limited exception to the City and Recology’s obligations to deliver Commercial Food Waste to Republic, and nothing herein is intended to change the definitions of Committed Waste in the WDA or FHA.”

3. In the event of any conflict between this Amendment and City’s WDA or FHA, this Amendment shall govern. This Amendment may be executed in counterparts and/or by electronic signature (e.g. DocuSign). As used in this Amendment, “including” and its variants mean “including without limitation.”

4. Nothing contained herein shall change the definition of Committed Waste within the WDA. More specifically, Commercial Food Waste and Dry Commercial Mixed Waste are and shall continue to be considered Committed Wastes. This Amendment does not modify the categories of Waste exempt from payment of the Facility Operations Fee in Section 8.3 of the Prime Subcontract.

5. Except as expressly amended herein, each of the County Agreements shall remain in full force and effect.

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

City of Santa Rosa

Republic Services of Sonoma County, Inc.

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

APPROVED AS TO FORM:

Recology Sonoma Marin

City Attorney

By: _____
Name: _____
Title: _____
Date: _____

ATTEST:

City Clerk