

**OMNIBUS AMENDMENT TO WASTE DELIVERY AGREEMENT AND
FRANCHISED HAULER'S AGREEMENT TO BE BOUND BY CITY'S WASTE DELIVERY
COMMITMENT**

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 Healdsburg ("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 between the City and Republic (each, a "WDA"), and also party to a Franchised Hauler's Agreement To Be Bound by City's Waste Delivery Commitment, between the City, 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, and subject to Section 3 below, 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, and subject to Section 3 below, City's FHA is hereby amended to add the following as Section 1(a) thereof:

"To maximize route efficiency under its franchise agreement with City, 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 in City, the other cities that are party to a Waste Delivery Agreement with Republic where Recology is the franchised hauler, and the unincorporated County combined, does not exceed 15% of the total tonnage of Commercial Food Waste collected by Recology from such jurisdictions (calculated on an aggregate (combined) basis, not jurisdiction by jurisdiction by jurisdiction), and provided further that Recology compensates Republic Services of Sonoma County, Inc. ("Republic") appropriately for such commingled Commercial Food Waste, in a manner to be mutually agreed by County, Republic and Recology. Compliance with the preceding sentence is intended as an alternative means of complying with City's and Recology's obligations to deliver Committed Waste to Republic and shall not be deemed a violation thereof."

3. The effectiveness of Sections 1 and 2 is subject to satisfaction of all of the following conditions:

(a) The MOA and Prime Subcontract are amended to, among other things: (i) adjust the Gate Rate and the Facility Operations Service Fee to eliminate the portion that funds the Programs (currently \$4.21 per ton), on all tons on which such portion is included, (ii) revise Republic's diversion tonnage goal in Section 9.2 of the MOA and Section 5.4 of the Prime Subcontract from 67,000 to 44,735 tons per year, and Recology's diversion tonnage goal in Section 5.4 of the Prime Subcontract from 46,173 to 23,908 tons per year; (iii) delete the second sentence of the first paragraph of Section 9.7 of the MOA, and (iv) delete Section 5.16 of the Prime Subcontract, all such amendments to be effective as of April 1, 2022;

(b) On or before April 1, 2022, (i) each of County and the Committed Cities enters into a written amendment to its respective franchise agreement with Recology that includes a rate adjustment as negotiated between the City and Recology, to fund the Commercial Food Waste program (and, if continued, the Dry Commercial Mixed Waste program) provided by Recology in such jurisdiction pursuant to the franchise agreement, and (ii) each other of the Committed Cities enters into an omnibus amendment to its WDA and FHA that is identical in all material respects to this Amendment. Any of the conditions set forth in this subsection (b) may be waived by Recology in writing to the other parties hereto.

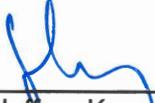
4. In the event of any conflict between this Amendment and City's WDA or FHA, this Amendment shall govern. This Amendment may be executed in counterparts and/or by electronic signature (e.g. DocuSign). As used in this Amendment, "including" and its variants mean "including without limitation."

5. 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.

6. 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 Healdsburg

By: 
Name: Jeffrey Kay
Title: City Manager
Date: May 16, 2022

Republic Services of Sonoma County, Inc.

DocuSigned by:

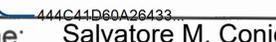
By: 
Name: Mike Caprio
Title: Vice President
Date: 5/23/2022 | 10:15 AM PDT

APPROVED AS TO FORM:


Samantha W. Zutler
City Attorney

Recology Sonoma Marin *

DocuSigned by:

By: 
Name: Salvatore M. Coniglio
Title: CEO
Date: 5/19/2022 | 7:45 PM PDT

ATTEST:


Rain Allen
City Clerk

* Recology Sonoma Marin hereby waives the conditions set forth in Section 3(b) of this Amendment.

ACKNOWLEDGED:

County of Sonoma

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